HESSEQUA MUNISIPALITEIT

AGENDA

RAADSVERGADERING

DINSDAG 29 SEPTEMBER 2026
OM 10:30

25 September 2026

Raadslede
Hessequa Munisipaliteit
Posbus 29
RIVERSDAL
6670

Kennis geskied hiermee van ʼn Raadsvergadering van Hessequa Munisipaliteit wat gehou sal word op:

DINSDAG

29 SEPTEMBER 2026

om 10:30

in die Raadsaal, Burgersentrum, Van den Bergstraat, RIVERSDAL, om die ondergenoemde sake te bespreek.

Die uwe

MNR ASA DE KLERK
MUNISIPALE BESTUURDER

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HESSEQUA MUNISIPALITEIT

NOTULE

RAADSVERGADERING

DINSDAG 25 AUGUSTUS 2026
OM 10:30

1. OPENING EN VERWELKOMING

Die Speaker, Rdl MC van den Berg, heet almal teenwoordig welkom en Rdl GL Boezak open met ‘n gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

Lede	Amptenare
Rdl GL Boezak	Mnr ASA de Klerk
Rdl ME Dayimani	Mnr H Visser
Rdl RG Davids	Mnr D Lewis-Michaels
Rdl LC February	Mnr R Manho
Rdl Jennifer Hartnick	Mnr G Goliath
Rdl Johannes Hartnick	Me S Sanders
Rdl J Hoogbaard	Mnr A Kleynhans
Rdl NA Joseph	Mnr L de Villiers
Rdl S Le Roux	Mnr J Oosthuizen
Rdl L Pieterse	
Rdl G Riddles	
Rdl HJ Saayman	
Rdl BD Smith	
Rdl CP Taute	Me T Hendricks (notuleerder)
Rdl MC van den Berg	
Rdl B van Noordwyk	

2.2 Verskoning / Verlof

Rdl AP Daniëls

2.3 Afwesig sonder verskoning

Geen

Die Speaker kondig aan dat die vergadering gekonstitueer is.

3. VERKLARINGS EN MEDEDELINGS DEUR DIE SPEAKER

Geen.

4. VERKLARINGS EN MEDEDELINGS DEUR DIE UITVOERENDE BURGEMEESTER

4.1 Die Uitvoerende Burgermeester wens alle matrikulante in die Hessequa-area sterkte toe met die eksamen.

5. VERKLARING VAN BELANGE DEUR RAADSLEDE/AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

5.1 Rdl G Riddles verklaar sy belange by Item 9.5 – Verkoop van ‘n gedeelte (ongeveer 300 vk.m) van gedeelte 69 van plaas 480, Melkhoutfontein.

5.2 Rdl Jennifer Hartnick verklaar haar belange by Item 9.14 – Possible fruitless and wasteful expenditure paid to Middelplaas Paarl Guesthouse.

5.3 Rdl CP Taute verklaar sy belange by Item 9.4 – Aankoop van Erf 4145, Riversdal.

6. GOEDKEURING VAN NOTULES

BESLUIT:

6.1 Dat die Notule van ’n Raadsvergadering gehou op 29 Julie 2026 goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl B van Noordwyk

6.2 Dat die Notule van ’n Spesiale Raadsvergadering gehou op 5 Augustus 2026 goedgekeur word.

Voorstel Rdl GL Boezak, sekondant Rdl BD Smith

7. ONDERHOUDE MET AFVAARDIGINGS

Geen

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

8.1 Dat kennis geneem word van die verslag van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 24 Junie 2026.

Voorstel Rdl GL Boezak, sekondant Rdl HJ Saayman

Die volgende Raadslede versoek dat hulle teenstem aangeteken word teen besluit 8.1:

Rdl ME Dayimani, Rdl CP Taute, Rdl L Pieterse, Rdl NA Joseph en Rdl LC February.

9. SAKE VIR BESPREKING

9.1 VERKLARING VAN 'N INTERREGERINGSGESKIL (IGR-DISPUUT) TEEN DIE NASIONALE DEPARTEMENT VAN VERVOER (NDOT) MET BETREKKING TOT AARTO

File number / Verwysingsnommer: 17/3/1/8

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Bestuurder Beskermings dienste: C. Swartz

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl GL Boezak maak 'n voorstel gesekondeer deur Rdl J Hoogbaard.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die implikasies van die implementering van die AARTO-stelsel vir die munisipaliteit.
2. Dat die Raad goedkeuring verleen vir die verklaring van 'n formele interregeringsgeskil teen die Nasionale Departement van Vervoer rakende die implementering van AARTO.
3. Dat die Munisipale Bestuurder gemagtig word om alle nodige stappe te neem om die geskil ingevolge die Intergovernmental Relations Framework Act, 2005 te verklaar en te bestuur.
4. Dat die munisipaliteit saamwerk met SALGA en ander geaffekteerde munisipaliteite in die hantering van die aangeleentheid.

Voorstel Rdl GL Boezak, sekondant Rdl J Hoogbaard

Die voorstel word eenparig as 'n besluit aanvaar.

9.2 HERSIENING VAN DIE GOEDGEKEURDE 2026/2027 DELEGASIE REGISTER

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev Sarah Sanders

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak ’n voorstel gesekondeer deur Rdl S Le Roux.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die Raad die gewysigde Delegasie Register 2026/2027 ingevolge Artikel 59 van die Plaaslike Regering: Munisipale Stelselswet (Wet 32 van 2000) goedkeur.

Voorstel Rdl BD Smith, sekondant Rdl S Le Roux

Die voorstel word eenparig as ‘n besluit aanvaar.

9.3 INTEGRATED DEVELOPMENT PLAN (IDP) & BUDGET TIME SCHEDULE FOR 2027/2028

File number / Verwysingsnommer: 15/1/8

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager: Strategic Services – L de Villiers

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council approve the attached IDP/Budget time schedule for 2027/28.
2. That a Budget Committee consisting of the members as listed above be appointed, for the term of the current Council, for the 2027/28 process.
3. That a summarised IDP/Budget time schedule is advertised in the local newspaper.
4. That the approved IDP/Budget time schedule be sent to National and Provincial Treasury.

Proposer Cllr HJ Saayman, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

Rdl CP Taute verlaat die vergadering om 10:42.

9.4 AANKOOP VAN ERF 4145, RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/7

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl B van Noordwyk maak ’n voorstel gesekondeer deur Rdl RG Davids.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat kennis geneem word van die aanbod van die Departement van Infrastruktuur om Erf 4145, Riversdal teen ’n bedrag van R6 200 000.00 (BTW uitgesluit) aan Hessequa Munisipaliteit te vervreem, en dat die aanbod van die hand gewys word aangesien die eiendom nie vir huidige of toekomstige munisipale dienslewerings- of operasionele vereistes benodig word nie.

Voorstel Rdl B van Noordwyk, sekondant Rdl RG Davids

Die voorstel word eenparig as ‘n besluit aanvaar.

Rdl CP Taute keer om 10:42 terug.

Rdl G Riddles verlaat die vergadering om 10:44.

9.5 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 300 VK.M) VAN GEDEELTE 69 VAN PLAAS 480, MELKHOUTFONTEIN

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl BD Smith maak ’n voorstel gesekondeer deur Rdl HJ Saayman.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

Dat die item terugverwys word vir verdere uitklaring en bevestiging van die status van die grondpad wat toegang verleen tot Gedeelte 69 van Plaas 480, Melkhoutfontein, ten einde sekerheid te verkry rakende die regstatus en enige moontlike implikasies vir toegang tot die betrokke eiendom.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

Die voorstel word eenparig as ‘n besluit aanvaar.

Mnr L de Villiers verlaat die vergadering.

Rdl G Riddles keer om 10:45 terug.

9.6 POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE: DISPOSAL OF A PORTION OF ERF 607 STILBAAI EAST

File number / Verwysingsnommer: 3/6/3

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager: Property Management: A.W. Kleynhans

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr B van Noordwyk.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council confirm that the expenditure incurred does not constitute fruitless and wasteful expenditure as defined in the Municipal Finance Management Act (Act 56 of 2003) as the officials involved acted lawfully, with diligence and in good faith and applied “reasonable care” in the matter.
2. That no official be held liable for the costs incurred by Council in respect of land surveying, auctioneering commission, advertising, and rezoning costs amounting to a total of R49 416.70, on the basis that no evidence of negligence, misconduct, or dereliction of duty can be attributed to any official involved in the process.
3. That the report be referred to MPAC for oversight.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

9.7 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 57 VK.M) VAN DIE RESTANT VAN ERF 2015, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl HJ Saayman maak ’n voorstel gesekondeer deur Rdl J Hoogbaard.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2)(a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, ‘n gedeelte (ongeveer 57 vk.m) van die restant van Erf 2015, Van Den Bergstraat, Riversdal nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van ‘n gedeelte (ongeveer 57 vk.m) van die restant van Erf 2015, Van Den Bergstraat, Riversdal direk aan Christiaan De Wet Joubert, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.4):
   - 2.1 Dat die koopsom, gebaseer op die billike markwaarde van die eiendom, die bedrag van R 15 125.00 (BTW Uitgesluit) beloop.
   - 2.2 Dat die eiendom met Erf 2782, Riversdal, op die koper se onkoste, gekonsolideer word.
   - 2.3 Dat kennis geneem word dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer was vir besware en/of kommentare, en ook na Tesourie vir kommentaar verwys is, en geen kommentare en/of besware ontvang is nie.
   - 2.4 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskostes.

Voorstel Rdl HJ Saayman, sekondant Rdl J Hoogbaard

Die voorstel word eenparig as ‘n besluit aanvaar.

9.8 INSTALLERING VAN VESEL IN RIVERSDAL (WYK 6, 7 EN 8): HEROTEL

File number / Verwysingsnommer: 6/2/2

Meeting date / Vergadering datum: 25 Augustus 2026

Report by / Verslag deur: Direkteur Tegniese Dienste – Mnr. Rhuschan Manho

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Speaker hou die item aan die Raad voor en gee geleentheid vir bespreking.

Rdl NA Joseph maak ’n voorstel gesekondeer deur Rdl BD Smith.

Daar is geen teenvoorstel nie.

RESOLUTION / BESLUIT

1. Dat die Raad kennis neem van die aanbevelings van Wyk 6, 7 en 8.
2. Dat die Raad kennis neem dat 85% van die aansoek wat ontvang was vanaf Herotel is vir die installering van oorhoofse vesel, 10% is vir ondergrondse vesel installasie en 5% is vir mikrogeulgrawe vesel binne Wyk 6, 7 en 8.
3. Dat die aansoeker toestemming by privaat eienaars moet verkry vir die installering van vesel op privaat gronde.
4. Dat die aansoekkoste ter waarde van R20 933.00 (BTW ingesluit), soos voorgeskryf in terme van klousule 8.1 van die “Wayleave” Beleid, reeds betaal is.
5. Dat die Raad kennis neem van ‘n voorwaarde van spaar kapasiteit wat aan die Munisipaliteit beskikbaar kan word vir toekomstige gebruik.
6. Dat die Raad kennis neem dat vesel infrastruktuur soos-gebou inligting deurlopend deur die Tegniese Departement op die GIS stelsel gestoor word.
7. Dat die Raad kennis neem dat die voorgestelde oorhoofse veselinstallasie nie voldoen aan die Munisipaliteit se goedgekeurde Reg-van-Weg Beleid nie, aangesien die beleid nie nuwe oorhoofse telekommunikasie-infrastruktuur op munisipale eiendom toelaat nie.
8. Dat gesien in die lig dat die aansoek teenstrydig is met die Munisipaliteit se Reg-van-Weg Beleid kan die aansoek nie oorweeg word nie.

Voorstel Rdl NA Joseph, sekondant Rdl BD Smith

Die voorstel word eenparig as ‘n besluit aanvaar.

9.9 GREEN DROP ASSESSMENT RESULTS AND ACTION PLAN

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Head: Compliance, Stores & Fleet Management – S Block

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr B van Noordwyk makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the outcome of the 2025 Green Drop Assessment Report issued by the Department of Water and Sanitation.
2. That Council take note of the Green Drop Corrective Action Plan (CAP) submitted to the Department of Water and Sanitation on 30 June 2026.
3. That Council take note of and support the implementation of the Municipality's internal Green Drop Action Plan, which will be monitored and reported on as part of the monthly Technical Services Report.
4. That Council take note of the estimated implementation cost of approximately R4.8 million for the identified corrective actions, subject to the availability of funding and the municipality's approved budget processes.

Proposer Cllr B van Noordwyk, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.10 INVESTIGATION OF PRELIMINARY STOCK VARIANCES: RIVERSDALE ELECTRICAL STORES AND STILBAAI MAIN STORES

File number / Verwysingsnommer: 3/8/1

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager Electrical & Mechanical Services – S Chikamhi

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr BD Smith makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council note the four preliminary stock variances, with a combined value of R32 842.99, referred for investigation.
2. That Council consider the investigation report and supporting evidence contained in Annexure A.
3. That Council find, based on the available evidence, that the reported variances do not constitute irregular expenditure or any other category of UIFWE.
4. That Council find that no loss of municipal stock or funds, theft, fraud or private use has been established.
5. That Council note that no recovery, write-off, disciplinary referral or criminal referral is warranted as a UIFWE matter on the available evidence.
6. That the matter be closed in the relevant investigation register.
7. That the report be referred to MPAC for oversight.

Proposer Cllr BD Smith, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.11 POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE PAID TO SSK

File number / Verwysingsnommer: 3/6/3

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Head Compliance, Stores & Fleet Management – S Block

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council, having considered the circumstances surrounding the interest charged by Sentraal-Suid Koöperasie (SSK) in the amount of R140.62 on the Municipality's fuel account during the 2025/2026 financial year, approve that the

expenditure be classified as fruitless and wasteful expenditure in terms of Section 32 of the Municipal Finance Management Act, 2003.

2. That Council approve that the fruitless and wasteful expenditure amounting to R140.62 be certified as irrecoverable and written off, taking into consideration the circumstances that resulted in the expenditure, the low financial value involved and the absence of evidence indicating deliberate misconduct or financial prejudice.
3. That Council note that the fuel expenditure itself was incurred for legitimate municipal operational purposes relating to the continued provision of essential water and sanitation services in Heidelberg, Slangrivier and Witsand, and that the Municipality received full value for the fuel supplied.
4. That Council confirm that no official acted in “mala fides” therefore no person is liable in law.
5. That Council note that the implementation of the bulk fuel card facility has addressed the operational circumstances that contributed to the occurrence and will assist in preventing similar incidents in future.
6. That the report be referred to MPAC for oversight.

Proposer Cllr HJ Saayman, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

9.12 REPORT ON THE RESOLUTIONS OF THE SLANGRIVIER CPA REGARDING MANAGEMENT OF LAND

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Proposal 1

1. That Council take note of the progress on the Slangrivier Transformation Process in terms of the Transformation of Certain Rural Areas Act, 1998 (Act 94 of 1998).
2. That Council endorse the comments received from the various municipal departments regarding the resolutions submitted by the Slangrivier CPA.

3. That it be confirmed that all Soutboskampe and agricultural land situated outside the approved Urban Edge remain under the control and management of the Slangrivier CPA as contemplated in the TRANCRAA process.
4. That those portions of the Soutboskampe situated within the approved Urban Edge and identified for future public purposes, including housing, cemeteries, light industrial development and municipal services, be retained in municipal ownership and transferred to the Municipality when required for the approved land use in accordance with the Hessequa Spatial Development Framework.
5. That Bokkieskraal remain agricultural land and not be incorporated into the formal township area.
6. That all future municipal housing projects be undertaken within the approved Urban Edge of Slangrivier and in accordance with approved housing policies, programmes and funding requirements.
7. That services and infrastructure associated with formal erven created by the Slangrivier CPA outside approved municipal housing projects be the responsibility of the Slangrivier CPA.
8. That existing cemeteries within the Urban Edge remain municipal facilities and that existing cemetery areas be expanded into adjacent Soutboskampe where required before any new cemetery sites are considered.
9. That consideration be given during future planning processes to the inclusion of Portion L15A within the Urban Edge for future cemetery purposes should the need arise.
10. That the existing Slangrivier sports grounds remain under municipal ownership and management and that the area be surveyed, demarcated and excluded from any transfer to the Slangrivier CPA.
11. That all municipal infrastructure, including but not limited to sewer infrastructure, roads, water infrastructure, sports facilities, boreholes, cemeteries and associated municipal services infrastructure, be clearly identified, demarcated and excluded from any transfer to the Slangrivier CPA, alternatively that appropriate servitudes be registered where required.
12. That approved layout plans and infrastructure information be provided to the Department of Land Reform and Rural Development as required for the transfer process.
13. That the Slangrivier CPA be informed that Council cannot commit funding towards the repair, replacement or maintenance of fencing on agricultural land earmarked for transfer, as the property is being transferred voetstoots and such expenditure has not been budgeted for by the Municipality.
14. That the Slangrivier CPA be informed that the Municipality has no alternative office accommodation available and that the previous Council offer relating to the Old Council Hall on Erf 3888 remains available, subject to a market-related rental and the CPA being responsible for all operational costs, municipal services and any refurbishment required at its own cost.
15. That the Johnique Johannes Nature Park remain under the ownership of the Slangrivier CPA and that Council will manage and maintain, rehabilitate and carry the operational costs associated with the facility.

16. That the Department of Technical Services confirm the registration status of all municipal boreholes with the Department of Water and Sanitation and provide a schedule of municipal infrastructure affected by the proposed transfer.
17. That the Slangrivier CPA and the Department of Land Reform and Rural Development be informed accordingly.

Proposer Cllr CP Taute, seconded Cllr Jennifer Hartnick

Proposal 2

1. That Council take note of the progress on the Slangrivier Transformation Process in terms of the Transformation of Certain Rural Areas Act, 1998 (Act 94 of 1998).
2. That Council endorse the comments received from the various municipal departments regarding the resolutions submitted by the Slangrivier CPA.
3. That it be confirmed that all Soutboskampe and agricultural land situated outside the approved Urban Edge remain under the control and management of the Slangrivier CPA as contemplated in the TRANCRAA process.
4. That those portions of the Soutboskampe situated within the approved Urban Edge and identified for future public purposes, including housing, cemeteries, light industrial development and municipal services, be retained in municipal ownership and transferred to the Municipality when required for the approved land use in accordance with the Hessequa Spatial Development Framework.
5. That Bokkieskraal remain agricultural land and not be incorporated into the formal township area.
6. That all future municipal housing projects be undertaken within the approved Urban Edge of Slangrivier and in accordance with approved housing policies, programmes and funding requirements.
7. That services and infrastructure associated with formal erven created by the Slangrivier CPA outside approved municipal housing projects be the responsibility of the Slangrivier CPA.
8. That existing cemeteries within the Urban Edge remain municipal facilities and that existing cemetery areas be expanded into adjacent Soutboskampe where required before any new cemetery sites are considered.
9. That consideration be given during future planning processes to the inclusion of Portion L15A within the Urban Edge for future cemetery purposes should the need arise.
10. That the existing Slangrivier sports grounds remain under municipal ownership and management and that the area be surveyed, demarcated and excluded from any transfer to the Slangrivier CPA.
11. That all municipal infrastructure, including but not limited to sewer infrastructure, roads, water infrastructure, sports facilities, boreholes, cemeteries and associated municipal services infrastructure, be clearly identified, demarcated and excluded from any transfer to the Slangrivier CPA, alternatively that appropriate servitudes be registered where required.

12. That approved layout plans and infrastructure information be provided to the Department of Land Reform and Rural Development as required for the transfer process.
13. That the Slangrivier CPA be informed that Council cannot commit funding towards the repair, replacement or maintenance of fencing on agricultural land earmarked for transfer, as the property is being transferred voetstoots and such expenditure has not been budgeted for by the Municipality.
14. That the Slangrivier CPA be informed that the Municipality has no alternative office accommodation available and that the previous Council offer relating to the Old Council Hall on Erf 3888 remains available, subject to a market-related rental and the CPA being responsible for all operational costs, municipal services and any refurbishment required at its own cost.
15. That the Johnique Johannes Nature Park remain under the ownership and management of the Slangrivier CPA and that Council accept no responsibility for maintenance, rehabilitation or operational costs associated with the facility.
16. That the Department of Technical Services confirm the registration status of all municipal boreholes with the Department of Water and Sanitation and provide a schedule of municipal infrastructure affected by the proposed transfer.
17. That the Slangrivier CPA and the Department of Land Reform and Rural Development be informed accordingly.

Proposer Cllr GL Boezak, seconded by Cllr J Hoogbaard

Voting commences by the show of hands.

Proposal 2 – 10 votes

Proposal 1 – 6 votes

Proposal 2 is accepted as a resolution.

RESOLUTION / BESLUIT

1. That Council take note of the progress on the Slangrivier Transformation Process in terms of the Transformation of Certain Rural Areas Act, 1998 (Act 94 of 1998).
2. That Council endorse the comments received from the various municipal departments regarding the resolutions submitted by the Slangrivier CPA.
3. That it be confirmed that all Soutboskampe and agricultural land situated outside the approved Urban Edge remain under the control and management of the Slangrivier CPA as contemplated in the TRANCRAA process.
4. That those portions of the Soutboskampe situated within the approved Urban Edge and identified for future public purposes, including housing, cemeteries, light industrial development and municipal services, be retained in municipal

ownership and transferred to the Municipality when required for the approved land use in accordance with the Hessequa Spatial Development Framework.

5. That Bokkieskraal remain agricultural land and not be incorporated into the formal township area.
6. That all future municipal housing projects be undertaken within the approved Urban Edge of Slangrivier and in accordance with approved housing policies, programmes and funding requirements.
7. That services and infrastructure associated with formal erven created by the Slangrivier CPA outside approved municipal housing projects be the responsibility of the Slangrivier CPA.
8. That existing cemeteries within the Urban Edge remain municipal facilities and that existing cemetery areas be expanded into adjacent Soutboskampe where required before any new cemetery sites are considered.
9. That consideration be given during future planning processes to the inclusion of Portion L15A within the Urban Edge for future cemetery purposes should the need arise.
10. That the existing Slangrivier sports grounds remain under municipal ownership and management and that the area be surveyed, demarcated and excluded from any transfer to the Slangrivier CPA.
11. That all municipal infrastructure, including but not limited to sewer infrastructure, roads, water infrastructure, sports facilities, boreholes, cemeteries and associated municipal services infrastructure, be clearly identified, demarcated and excluded from any transfer to the Slangrivier CPA, alternatively that appropriate servitudes be registered where required.
12. That approved layout plans and infrastructure information be provided to the Department of Land Reform and Rural Development as required for the transfer process.
13. That the Slangrivier CPA be informed that Council cannot commit funding towards the repair, replacement or maintenance of fencing on agricultural land earmarked for transfer, as the property is being transferred voetstoots and such expenditure has not been budgeted for by the Municipality.
14. That the Slangrivier CPA be informed that the Municipality has no alternative office accommodation available and that the previous Council offer relating to the Old Council Hall on Erf 3888 remains available, subject to a market-related rental and the CPA being responsible for all operational costs, municipal services and any refurbishment required at its own cost.
15. That the Johnique Johannes Nature Park remain under the ownership and management of the Slangrivier CPA and that Council accept no responsibility for maintenance, rehabilitation or operational costs associated with the facility.
16. That the Department of Technical Services confirm the registration status of all municipal boreholes with the Department of Water and Sanitation and provide a schedule of municipal infrastructure affected by the proposed transfer.
17. That the Slangrivier CPA and the Department of Land Reform and Rural Development be informed accordingly.

Proposer Cllr GL Boezak, seconded Cllr J Hoogbaard

The following Councillors requested that their countervote be noted for item 9.12:

Cllr ME Dayimani, Cllr L Pieterse, Cllr NA Joseph, Cllr LC February and Cllr CP Taute.

9.13 HESSEQUA MUNICIPALITY'S CONTINUATION OF FINANCIAL SUPPORT TO WESTERN CAPE ECONOMIC DEVELOPMENT PARTNERSHIP

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Bertus Hayward

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr B van Noordwyk.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council take note of the Draft Service Level Agreement.
2. That Council approve the signing of a one-year Service Level Agreement with the Western Cape Economic Development Partnership (WCEDP).
3. That Council in principle support the creation of dedicated local capacity outside of local government structures, in support of economic partnerships in Hessequa Municipality.
4. That Council approve funding for dedicated capacity in the Western Cape Economic Development Partnership to the amount of R32 564.00 for the 2026/2027 financial year [LED Vote: 251022704201GTRJZZWM R32 564.00 (C&PS: B&A RESEARCH & ADVISORY) 2026/2027].
5. That the provisions of Section 67 of the MFMA be complied with before any funds are transferred to the WCEDP.
6. That a final report on the implementation of the Service Level Agreement and achievement of deliverables be submitted by the Western Cape Economic

Development Partnership (WCEDP) to the Committee for consideration upon completion of the project.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

The proposal was adopted unanimously as a resolution.

Rdl Jennifer Hartnick verlaat die vergadering om 11:26.

9.14 POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE PAID TO MIDDELPLAAS PAARL GUESTHOUSE

File number / Verwysingsnommer: 3/6/3

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Speaker: M Van Den Berg / Director: Financial Services – GJ Goliath

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr S Le Roux makes a proposal seconded by Cllr GL Boezak.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council, having considered the circumstances surrounding the payment made for Councillor JL Hartnick to Middelplaas Paarl Guesthouse in the amount of R2,080 by the Municipality and the non-attendance of Councillor JL Hartnick, approve that the expenditure be certified as fruitless and wasteful expenditure in terms of Section 32 of the Municipal Finance Management Act, 2003.
2. That Council approve that the fruitless and wasteful expenditure amounting to R2,080 be certified as recoverable from Councillor JL Hartnick.
3. That the report be referred to MPAC for oversight.

Proposer Cllr S Le Roux, seconded Cllr GL Boezak

The proposal was adopted unanimously as a resolution.

Rdl Jennifer Hartnick keer terug om 11:29.

9.15 TABLING OF THE MSCOA IMPLEMENTATION PROGRESS REPORT FOR QUARTER 4 OF 2025/26

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Director: Financial Services – Mr GJ Goliath

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr HJ Saayman makes a proposal seconded by Cllr S Le Roux.

There was no counter proposal.

RESOLUTION / BESLUIT

That Council note the mSCOA implementation progress report for Hessequa Municipality the fourth quarter of the 2025/26 financial year.

Proposer Cllr HJ Saayman, seconded Cllr S Le Roux

The proposal was adopted unanimously as a resolution.

9.16 1ST ADJUSTMENT BUDGET FOR 2026/27

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Accountant: Budget & Financial Reporting - L. Jansen

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr GL Boezak makes a proposal seconded by Cllr G Riddles.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Total Expenditure increase with R244 515 from R881 766 438 to R882 010 953 (see Annexure A attached).
2. That the capital budget is increased by R9 106 815 from R176 397 762 to R185 504 577.
3. That the capital budget is financed as follows: R

   External Loans
   21 398 589

   Capital Replacement Reserve
   108 306 838

   Transfers & Subsidies
   55 799 150

   Public Donations
   0

185 504 577

4. That all amendments in Annexures A and B be approved.
5. That the Council note the virements for the year-to-date in Annexure C.
6. That the Service Delivery and Budget Implementation Plan (SDBIP) be adjusted in line with the adjustment budget.
7. That the 1st Adjustment budget (2026/2027) and National Treasury B-Schedules- Municipal Adjustment Budget & Supporting Tables be sent to the National- and Provincial Treasuries as required.

Proposer Cllr GL Boezak, seconded Cllr G Riddles

9.17 POSSIBLE FRUITLESS AND WASTEFUL EXPENDITURE – RUSTICANA GUESTHOUSE

File number / Verwysingsnommer: 3/6/3

Meeting date / Vergadering datum: 25 August 2026

Report by / Verslag deur: Manager: Internal Audit – Mr J Oosthuizen

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Speaker opens the floor for discussion.

Cllr J Hoogbaard makes a proposal seconded by Cllr RG Davids.

There was no counter proposal.

RESOLUTION / BESLUIT

1. That Council confirms the decision by the Section 32 investigation Committee to certify the expenditure does not constitute fruitless and wasteful expenditure as contemplated by section 32 of the MFMA and as defined by Circular 68.
2. That Council confirm that no official acted in “mala fides” therefore no person is liable in law.
3. That the report be sent to MPAC for oversight.

Proposer Cllr J Hoogbaard, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

Mnr J Oosthuizen verlaat die vergadering om 11:36.

Die Speaker vra die lede van die publiek om die vergadering te verlaat vir die bespreking van die vertroulike items.

Die vergadering verdaag om 11:41.

…….. ……

GOEDGEKEUR DATUM

8. KENNISNAME VAN VERSLAE VAN UITVOERENDE BURGEMEESTERSKOMITEE

HESSEQUA MUNISIPALITEIT

NOTULE

UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 29 JULIE 2026

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Onder Burgemeester, Rdl GL Boezak, neem waar as Voorsitter en heet almal teenwoordig welkom by die vergadering en Rdl BD Smith open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl GL Boezak Rdl BD Smith Rdl HJ Saayman Rdl B van Noordwyk	Mnr ASA de Klerk Mnr H Visser Mnr R Manho Mnr G Goliath Mnr D Lewis-Michaels Mnr L de Villiers
Raadslede	
Geen	Me T Hendricks (Notuleerder)

2.2 Verskoning / Verlof

Rdl G Riddles

MEDEDELING

1. Die Uitvoerende Onder Burgemeester, die Munisipale Bestuurder, Mnr ASA de Klerk en Rdl HJ Saayman het hul gelukwensing aan Me Ursula Booysen-Galant en Mnr Ivan Elbrink uitgespreek vir hul dienste gelewer en oorhandig ‘n sertifikaat van erkenning aan hulle vir hul 20- en 30 jaar diens by die munisipaliteit.
2. Die Munisipale Bestuurder, Mnr ASA de Klerk kondig aan dat Item 7.7.3 onttrek word.

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

3.1 Die Uitvoerende Burgemeester betuig sy innige meegevoel teenoor die familie van ‘n amptenaar, Me Sylvia Saayman, wie afgesterf het en versoek ‘n minuut van stilte in medelye.

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

5.1 Dat die notule van ’n Uitvoerende Burgemeesterskomitee vergadering gehou op 24 Junie 2026 goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6. VERSLAE PORTEFEULJE KOMITEES

6.1 Dat die volgende items voortspruitend uit die verslag van ’n Korporatiewe Bestuur Portefeulje Komitee vergadering gehou op 15 Julie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.1.5.1 REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE

6.1.5.1.1 MAANDVERSLAG VAN REGSDIENSTE, ADMINISTRASIE EN OPENBARE BETREKKINGE VIR JUNIE 2026

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie: Me S Sanders

RESOLUTION / BESLUIT

Dat kennis geneem word van die maandverslag van Departement Regsdienste, Administrasie en Openbare Betrekkinge vir Junie 2026.

6.1.5.1.2 WYSIGING VAN DIE MUNISIPALE KODE – VOORNEME OM DIE VERORDENING INSAKE DIE OPENBARE GERIEWE TE HERSIEN

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Komitee die hersiening van die Verordening insake die Openbare Geriewe ondersteun en aanbeveel vir goedkeuring deur die Raad.
2. Dat die eerste konsep gewysigde verordening in ‘n werkswinkel aan die Raad voorgehou sal word.

3. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling nommer 2, gepubliseer word vir die publiek se kommentaar en insette.
4. Dat die Item na die Raad verwys word vir goedkeuring.

6.1.5.1.3 AANSOEK VIR VERLENGDE DRANK HANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE DRANKHANDELSURE: JADE LIQUOR STORES, ERF 6749, KERKSTRAAT 20, RIVERSDAL

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Komitee die aansoek van, Jade Liquor Store, Erf 6749, Kerkstraat 20, Riversdal, om verlengde drank handelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:

   1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.

   1.2 Dat die goedkeuring geldig sal wees vir ʼn periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.

   1.3 Dat die goedkeuringsertifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.

   1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:

   Vir ʻn tydperk van een (1) jaar vanaf **01 Augustus 2026 tot 31 Julie 2027.**

   Maandae – Saterdae: 09h00- 20h00

6.1.5.2 KAMPE EN BEROEPSGESONDHEID & VEILIGHEID

6.1.5.2.1 KWARTAALVERSLAG – DEPARTEMENT KAMPE EN BEROEPSGESONDHEID & VEILIGHEID (APRIL 2026 – JUNIE 2026)

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid: CJ Onrust

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die inhoud van die Kampe en Beroepsgesondheid & Veiligheid Kwartaalverslag vanaf 1 April 2026 tot 30 Junie 2026.

6.1.5.2.2 PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER 2026/JANUARIE 2027 VAKANSIE PERIODE EN VERSOEK VIR DONASIE VAN CHALET AS PRYS VIR FONDSINSAMELING PROJEK – PREEKSTOEL KAMPEERDERS VERENIGING

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Preekstoel Kamp Komitee se voorgenome Fees Program vir Desember 2026/Januarie 2027.
2. Dat die Preekstoel Kamp Komitee ‘n volledige “Events Plan” sal opstel en in dien by die munisipaliteit vir die aanbied van die Oujaarsaand partytjie in die amfiteater te Preekstoel.
3. Dat die Komitee die versoek vir die gratis beskikbaarstelling van ‘n Chalet te Preekstoel Karavaanpark as prys, ondersteun en aanbeveel vir goedkeuring deur die Uitvoerende Burgemeesterskomitee en Raad.
4. Dat ’n A – Tipe Chalet vir die doel, buite seisoen gedurende die 2026/27 finansiële jaar, (uitgesluit Paasnaweek en Maart skoolvakansie, en wel voor einde 30 Junie 2027) en met vooraf kennisgewing en bespreking deur die wenner, beskikbaar gestel word aan die Preekstoel Kamp Komitee en die kamp reëls van toepassing sal wees.
5. Dat kennis geneem word dat die waarde van die gratis beskikbaarstelling van ‘n Chalet aan die Preekstoel Kamp Komitee, R2385.00 sal beloop.
6. Dat die prys/gratis beskikbaarstelling van ‘n chalet nie oordraagbaar is nie, en slegs vir die 2026/27 finansiële jaar geldig sal wees.

6.1.5.2.3 VERSOEK VIR LEWERING VAN SKOONMAAKDIENSTE VIR KAMPEERDERS

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die inhoud van die verslag.
2. Dat die inisiatief van Lily Skoonmaakdienste ondersteun word.

3. Dat goedkeuring aan Lily Skoonmaakdienste verleen word om haar skoonmaakdienste by Hessequa kampe deur middel van pamflette te bemark.
4. Dat die lewering van die skoonmaakdienste, naamlik, was van skottelgoed, klere en beddegoed sowel as die stryk van klere en beddegoed nie op die kampe persele plaasvind nie, maar elders.

6.1.5.3 INFORMASIE & KOMMUNIKASIE TEGNOLOGIE

6.1.5.3.1 ICT QUARTERLY REPORT: APRIL TILL JUNE 2026

File number / Verwysingsnommer: 6/3/b

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager ICT: J Kleinhans

RESOLUTION / BESLUIT

That the Committee take note of the ICT quarterly report pertaining to April till June 2026.

6.1.5.4 MENSLIKE HULPBRONNE

6.1.5.4.1 HUMAN RESOURCES MANAGEMENT QUARTERLY REPORT: APRIL TO JUNE 2026

File number / Verwysingsnommer: 4/8

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Human Resources Administrator – Miss Z van Schalkwyk

RESOLUTION / BESLUIT

That the Committee take note of the Human Resources Management Department report for April to July 2026.

6.1.5.5 EIENDOMSBESTUUR

6.1.5.5.1 VESTIGING VAN 'N ROLBALBAAN BY DIE ALBERTINIA GHOLFKLUB

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

Dat die item terug verwys word vir uitklaring oor die toekoms en die moontlike ontwikkeling van die gholfbaan.

6.1.5.5.2 VERKOOP VAN 'N GEDEELTE (ONGEVEER 10 000 VK.M) VAN DIE RESTANT VAN ERF 2015, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A. Kleynhans

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(1) en 14(2)(a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 10 000 vk.m) van Erf 2015, Riversdal nie benodig word (met die uitsluiting van die siviele en elektriese dienste op die grens van die geïdentifiseerde area) vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 10 000 vk.m) van Erf 2015, Riversdal aan MBL Property Investments (Pty) Ltd **in beginsel goedkeur** aangesien die spesifieke eiendom as nie-lewensvatbare eiendom beskou word ingevolge die Munisipaliteit se Eiendomsadministrasie beleid, onderhewig aan die volgende voorwaardes (2.1- 2.7):

    2.1 Dat die voorneme om 'n gedeelte van Erf 2015, Riversdal (ongeveer 10 000 vk.m) direk aan MBL Property Investments (Pty) Ltd te vervreem vir ligte nywerheidsontwikkeling, in die Suid-Kaap Forum geadverteer word vir besware en/of kommentaar, en dat die voorgenome vervreemding terselfdertyd aan die Nasionale en Provinsiale Tesourie voorgelê word vir kommentaar.

    2.2 Dat twee eiendomswaardeerders die billike markwaarde van die area bepaal, en dat die gemiddeld van die twee waardasies as die koopsom sal dien.

    2.3 Dat die koper ten volle verantwoordelik sal wees vir die aansluiting tot siviele en elektriese dienste vanaf die bestaande aansluitings op Erf 4357, Riversdal.

    2.4 Dat die koper verantwoordelik sal wees, op sy koste en vir sy risiko, vir die verkryging van die vereiste omgewingsmagtiging ingevolge die bepalings van die Nasionale Omgewingsbestuurswet, 1998 (Wet 107 van 1998).

    2.5 Dat die koper verantwoordelik sal wees om die nodige prosesse te volg ten einde die betrokke area, wat tans buite die Ruimtelike Ontwikkelingsraamwerk (R.O.R.) val, formeel binne die R.O.R. te laat insluit.

    2.6 Dat die koper verantwoordelik sal wees vir die onderverdeling, konsolidasie en hersonering van die erwe.

2.7 Dat die uitreiking van ’n “Record of Decision” (ROD) deur die bevoegde owerheid as ’n opskortende voorwaarde vir die vervreemding van die eiendom sal dien.

3. Dat die item na die Raad verwys word.

6.1.5.5.3 VERVREEMDING VAN ERF 1135, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 1135, Maraisstraat, Heidelberg nie benodig word vir die lewering van basiese Munisipale dienste nie.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 1135, Maraisstraat, Heidelberg per openbare veiling, **in-beginsel** goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.7):

   2.1 Dat die eiendom deur die munisipaliteit van Nutsone na Enkel Residensiële Sone hersoneer word.

   2.2 Dat kennis geneem word van die munisipale waardasie van die eiendom.

   2.3 Dat ‘n waardasie verslag van ‘n gekwalifiseerde waardeerder aangevra word om die billike markwaarde op die gewysigde sonering te bepaal, welke as reserwe prys tydens die openbare veiling sal dien.

   2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.

   2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes en die oordragskostes.

   2.6 Dat die voorneme om die eiendom te vervreem na Provinsiale en Nasionale Tesourie verwys word vir kommentaar.

   2.7 Dat die koper verantwoordelik is vir die kostes om by die munisipale dienste (siviele- en elektriese dienste) aan te sluit en/of bestaande dienste op te gradeer.

3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

6.1.5.5.4 VERKOOP VAN ERF 6682, KATJIEPIERINGSTRAAT, KWANOKUTHULA, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(1) en 14(2)(a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 6682, Riversdal nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 6682, Riversdal by wyse van ‘n openbare veiling, **in beginsel goedkeur**, onderhewig aan die volgende voorwaardes (2.1- 2.4):

   2.1 Dat die voorneme om Erf 6682, Riversdal by wyse van ’n openbare veiling vir residensiële doeleindes te vervreem, in die Suid-Kaap Forum geadverteer word vir besware en/of kommentaar, en dat die voorgenome vervreemding terselfdertyd aan die Nasionale en Provinsiale Tesourie voorgelê word vir kommentaar.

   2.2 Dat twee eiendomswaardeerders die billike markwaarde van die eiendom bepaal, en dat die gemiddeld van die twee waardasies as reserweprys sal dien.

   2.3 Dat die koper verantwoordelik sal wees vir die aansluiting tot die siviele en elektriese infrastruktuur, asook vir die ontwerp, aanlê en instandhouding van toepaslike stormwatermaatreëls ten einde voorsiening te maak vir die opvang, beheer en wegdoening van stormwater vanaf die hoogliggende areas wat oor of na die aangekoopte erf vloei.

   2.4 Dat die eiendom na residensiële sone gehersoneer word deur die Munisipaliteit.

3. Dat die item na die Raad verwys word.

6.1.5.5.5 VERHURING VAN ‘N GEDEELTE (ONGEVEER 15 000 VK.M) VAN ERF 238, STILBAAI-OOS

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A. Kleynhans

RESOLUTION / BESLUIT

Dat die item terug verwys word sodat die aansoeker ‘n besigheidsplan en voorlegging aan die Portefeuljekomitee sal voorlê.

6.1.5.5.6 VERHURING VAN 'N GEDEELTE (ONGEVEER 300 VK.M) VAN DIE RESTANT VAN ERF 907, STILBAAI-WES

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

Dat die aansoek van Me. Ilse van der Merwe om 'n gedeelte (ongeveer 300 vk.m) van Erf 907, Stilbaai-Wes te huur vir die bedryf van 'n restaurant, **afgekeur** word aangesien die area nie 'n goedgekeurde handelsarea is nie.

6.1.5.5.7 VERHURING VAN KIOSKS BY DIE PREEKSTOEL EN ELLENSRUST KARAVAANPARK

File number / Verwysingsnommer: 7/2/1/1/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat die kiosk by die Ellensrust Karavaanpark, by wyse van 'n geslote kwotasie proses, vir die tydperk 01 Desember 2026 – 31 Januarie 2027 aan die persoon / instansie verhuur word wat die hoogste huurbedrag aanbied. Punte 3 tot 13 (spesifiek die dienstegelde in Punt 5) hieronder, sal ook van toepassing wees op hierdie termyn van verhuring, waar van toepassing.
2. Dat die kiosks by die Preekstoel Karavaanpark en Ellensrust Karavaanpark, by wyse van 'n openbare tender proses verhuur word vir die volgende periodes: 01 Desember 2027 – 31 Januarie 2028, 01 Desember 2028 – 31 Januarie 2029 en 01 Desember 2029 – 31 Januarie 2030.
3. Dat die suksesvolle tenderaar 'n maksimum van twee voertuie binne die kampeerterrein, mag parkeer sonder die betaling van die goedgekeurde tarief.
4. Dat die eiendom aan die hoogste tenderaar toegeken word met 'n minimum huurbedrag per kiosk van R10 000.00 (BTW ingesluit) per 2 maande periode.
5. Dat die suksesvolle tenderaar verantwoordelik sal wees vir die betaling van die volgende dienstegelde tydens die spesifieke verhurings periodes (2 maande) naamlik:

MUNISIPALE DIENS	PREEKSTOEL KIOSK	ELLENSRUST KIOSK
ELEKTRISITEIT	Voorafbetaalde meter	R 5500.00 (BTW ingesluit) vir die twee maande periode vanaf 01 Desember 2027 – 31 Januarie 2028 waarna

		die bedrag met 7% per jaar verhoog.
WATER	R 600.00 (BTW ingesluit) vir die twee maande periode vanaf 01 Desember 2027 – 31 Januarie 2028 waarna die bedrag met 7% per jaar verhoog plus die betaling van die beskikbaarheidstariewe soos goedgekeur deur die Raad.	R 600.00 (BTW ingesluit) vir die twee maande periode vanaf 01 Desember 2027 – 31 Januarie 2028 waarna die bedrag met 7% per jaar verhoog plus die betaling van die beskikbaarheidstariewe soos goedgekeur deur die Raad.
VULLISVERWYDERING	Die bedrag soos goedgekeur deur die Raad	Die bedrag soos goedgekeur deur die Raad

6. Dat die eiendom slegs as kiosk aangewend mag word en vir geen ander doel sonder die vooraf skriftelike goedkeuring van die munisipaliteit nie.
7. Dat geen alkohol verkoop mag word nie.
8. Dat die huurder vir alle operasionele kostes verantwoordelik sal wees.
9. Dat die huurbedrag vooruit betaalbaar sal wees jaarliks voor of op 01 Desember van die betrokke jaar.
10. Dat die eiendom voetstoots verhuur word en die huurder self verantwoordelik is om die eiendom in te rig vir die doel waarvoor dit aangewend gaan word.
11. Dat die huurder verantwoordelik is om toe te sien dat ‘n bord opgerig word, welke spesifiseer dat die eiendom op eie risiko betree word.
12. Dat die kiosks daagliks gedurende 07:00 tot 23:00 bedryf mag word.
13. Dat geen harde musiek gespeel mag word nie.

6.1.5.5.8 VERKOOP VAN ‘N GEDEELTE VAN ERF 2936, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

Dat die Raadsbesluit ten opsigte van Agenda Punt 6.4 (Collab nommer 2111527) soos geneem op 30 April 2025 met die onderstaande besluit saamgelees word:

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes nie benodig word vir die lewering van basiese Munisipale dienste nie.

2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van 'n gedeelte (ongeveer 350 vk.m) van Erf 2936, Bessiestraat, Stilbaai-Wes direk aan Antoinette Van Heerden, goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.9):

   2.1 Dat die koopsom, bereken op die gemiddelde markwaarde van die eiendom soos bepaal deur twee onafhanklike waardeerders, die bedrag van R 310 000.00 (BTW Uitgesluit) beloop.

   2.2 Dat die eiendom met Erf 2781, Stilbaai-Wes op die koper se onkoste gekonsolideer word.

   2.3 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer was vir besware en/of kommentare, en dat geen besware en/of kommentare gedurende die publieke deelname proses ontvang is nie.

   2.4 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes, koste om die billike markwaarde te bepaal, onderverdeling-, hersonering- en konsolidasie kostes en die oordragskostes.

   2.5 Dat die koper verantwoordelik is om tot die nodige munisipale dienste aan te sluit.

   2.6 Dat die voorwaarde dat die Reg van Weg Serwituut wat oor die eiendom, sowel as verskeie privaat eiendom in die omgewing, loop, deur die munisipaliteit gekanselleer word alvorens die eiendom vervreem word, as opskortende voorwaarde tot die vervreemding van die eiendom verwyder word, aangesien die serwituut nie ten gunste van die munisipaliteit geregistreer is nie.

   2.7 Dat die tydperk soos gespesifiseer in Klousule 6 van die koopooreenkoms, met 12 maande verleng word ten einde die koper 'n geleentheid te gun om die onderverdeling, hersonering en konsolidasie van die eiendom af te handel sodat die oordrag van die eiendom kan plaasvind.

   2.8 Dat die koper verantwoordelik is om op eie koste die eiendom as openbare oop ruimte te sluit en te hersoneer.

   2.9 Dat die eiendom slegs vir residensiële doeleindes aangewend word en geen addisionele toegang geskep mag word nie.

6.1.5.5.9 OORWEGING VAN 'N ALTERNATIEWE AREA: VERKOOP VAN 'N GEDEELTE (ONGEVEER 3.29 HEKTAAR) VAN ERF 657, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die bevindinge van die voorlopige omgewingstudies wat op ’n gedeelte van Erf 657, Stilbaai-Wes uitgevoer is, welke studies bevestig dat die gebied ’n buitengewone hoë konsentrasie plant- en dierspesies van bewaringsbelang bevat, met die gevolg dat die ontwikkelingspotensiaal van die oorspronklik geïdentifiseerde terrein aansienlik beperk word.
2. Dat die Komitee goedkeuring verleen vir die vervreemding van ’n alternatiewe gedeelte van ongeveer 3,29 hektaar op Erf 657, Stilbaai-Wes, soos uiteengesit in die verslag, aan Ziphon Trading and Investment (Pty) Ltd (Registrasienommer: 2010/016828/07), onder dieselfde voorwaardes as die oorspronklike verkoopstransaksie, onderhewig daaraan dat die voorgestelde wysiging van die ligging van die gedeelte vir openbare deelname geadverteer word en dat enige kommentaar of besware wat ontvang word, behoorlik oorweeg word.
3. Dat, indien die Departement van Omgewingsake as voorwaarde van die omgewingsmagtigingsproses die instelling van ’n biodiversiteitskompensasiegebied vereis, ’n toepaslike gedeelte van Erf 657, Stilbaai-Wes soos aangedui op die uitleg in die inhoud van die item, beskikbaar gestel en formeel geoormerk word vir die vestiging en langtermynbewaring van sodanige biodiversiteitskompensasiegebied.
4. Dat die wysigings soos vervat in aanbevelings 2 en 3 formeel deur middel van ’n addendum tot die koopooreenkoms, soos deur die partye op 23 Januarie 2026 onderteken, opgeneem en geïmplementeer word.
5. Dat die item na die Raad verwys word.

6.1.5.5.10 VERHURING VAN ERF 3866, RIVERSDAL

File number / Verwysingsnommer: 7/2/1/2/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur Mnr A.W Kleynhans

RESOLUTION / BESLUIT

Dat die item terug verwys word vir verdere ondersoek na ‘n alternatiewe eiendom.

6.2 Dat die volgende items voortspruitend uit die verslag van ’n Finansiële Dienste Portefeulje Komitee vergadering gehou op 15 Julie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

6.2.5.1 BANKREKONSILIASIE EN LYS VAN TJEKS MEER AS R20 000 VIR JUNIE 2026

File number / Verwysingsnommer: 4/B

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Johanna Booysen

RESOLUTION / BESLUIT

Dat kennis geneem word van die bankrekonsiliasie vir Junie 2026, sowel as die lys van tjeks meer as R20 000, vir Junie 2026.

6.2.5.2 VERSEKERINGSEISE SOOS OP 30 JUNIE 2026

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Voorsieningskanaalbestuur, Bates & Versekering - Mnr. R. Bent

RESOLUTION / BESLUIT

1. Dat kennis geneem word van die uitstaande versekeringseise soos op 30 Junie 2026 asook die redes waarom dit uitstaande is.
2. Dat kennis geneem word van die versekeringseise wat ingedien is vir die tydperk 1 Julie 2025 tot 30 Junie 2026.
3. Dat kennis geneem word van die grafiek ten opsigte van totale versekeringseise ontvang, ingedien en uitstaande vir die 2025/26 finansiële jaar
4. Dat kennis geneem word van die tabel ten opsigte van die totale versekeringseise ingedien per dorp vir die 2025/26 finansiële jaar.
5. Dat kennis geneem word van die totale tipe versekeringseise ingedien vir die 2025/26 finansiële jaar.
6. Dat kennis geneem word van die totale uitgawe ten opsigte van versekering bybetalings vir die 2025/26 finansiële jaar.

6.2.5.3 MONTHLY REPORT ON AWARDS MADE AND DEVIATIONS APPROVED IN THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR JUNE 2026

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee note all deviations and ratification of minor breaches, awards made by the Bid Adjudication Committee (for goods and services and

infrastructure projects) as well as awards made above R 100 000 for June 2026.

6.2.5.4 REPORT ON THE IMPLEMENTATION OF THE SUPPLY CHAIN MANAGEMENT POLICY FOR THE QUARTER ENDING 30 JUNE 2026

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: SCM, Assets and Insurance - Mr R Bent

RESOLUTION / BESLUIT

That the Committee take note of the implementation of SCM Policy for the quarter ending 30 June 2026.

6.2.5.5 SUPPLY CHAIN MANAGEMENT: ANNUAL REPORT FOR THE 2025/2026 FINANCIAL YEAR

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr R Bent

RESOLUTION / BESLUIT

That the Committee take note of the implementation of Supply Chain Management Policy for the 2025-2026 financial year.

6.2.5.6 OUTSTANDING DEBT REPORT– JUNE 2026

File number / Verwysingsnommer: 5/11/1

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager Revenue - S Daniels

RESOLUTION / BESLUIT

1. That the Committee take note of the state of outstanding debtors as at 30 June 2026.
2. That the matter of one Councillor being in arrears for a period exceeding 3 months has been referred to the Speaker of Council and is being processed.

6.3 Dat die volgende items voortspruitend uit die verslag van Tegniese Dienste Portefeulje Komitee vergadering gehou op 15 Julie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

6.3.5.1 TEGNIESE DIENSTE MAANDVERSLAG VIR JUNE 2026

File number / Verwysingsnommer: 9/1/3

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die maandverslae en reservoirvlakke, soos vervat in die opsomming aangeheg, ontvang ten opsigte van Junie 2026, soos voorgelê deur die Hoofde van die onderskeie dorpe.
2. Dat die Komitee kennis neem dat die Parke, Vaste Afval, Publieke Fasiliteite, Sportgronde en Begraafplase verslae, asook die Vlootverslae, vervat is in die volledige maandverslae soos ingedien deur die Hoofde.

6.3.5.2 GREEN DROP ASSESSMENT RESULTS AND ACTION PLAN

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Head: Compliance, Stores & Fleet Management – S Block

RESOLUTION / BESLUIT

1. That the Committee take note of the outcome of the 2025 Green Drop Assessment Report issued by the Department of Water and Sanitation.
2. That the Committee take note of the Green Drop Corrective Action Plan (CAP) submitted to the Department of Water and Sanitation on 30 June 2026.
3. That the Committee take note of and support the implementation of the Municipality's internal Green Drop Action Plan, which will be monitored and reported on as part of the monthly Technical Services Report.
4. That the Committee take note of the estimated implementation cost of approximately R4.8 million for the identified corrective actions, subject to the availability of funding and the municipality's approved budget processes.
5. That the item be referred to Council for approval.

6.3.5.3 WATERKWALITEIT – JUNIE 2026

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. Stuart Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die waterkwaliteit verslag vir Junie 2026. Die onderstaande aksies word deurlopend geneem om te verseker dat alle punte aan die wetlike vereistes voldoen:
   1.1. Chloor toetse word gedoen om vry residueel chlorinering te bepaal.
   1.2. Verstellings in chloor dosering word gedoen indien punte nie voldoen om enige gesondheid risiko's af te weer.
   1.3. Chloor dosering apparate word nagegaan om te verseker dat die dosering reg gestel is.
   1.4. Sand filters en reservoirs word nagegaan om te verseker dat daar nie enige ander elemente die water kan besoedel nie.

6.3.5.4 KWALITEIT VAN GESUIWERDE RIOOLWATER VIR JUNIE 2026

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Siviele Infrastruktuurdienste: Mnr. S. Morris

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die kwaliteit van gesuiwerde rioolwater vir Junie 2026.
2. Dat die Komitee kennis neem dat gedurende Junie 2026 het drie (3) toetsmonsters nie voldoen aan die norme en standaarde (SANS 241-1: 2025) nie.
3. Dat die Komitee kennis neem dat die doseringstempo aangepas word om van bakterieë ontslae te raak.

6.3.5.5 HONDE OP PUBLIEKE FASILITEITE EN OPENBARE PERSELE

File number / Verwysingsnommer: 17/10/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste – Mnr. R. Manho

RESOLUTION / BESLUIT

1. Dat honde op blouvlag strandareas in die blouvlag seisoen, gedurende die Desember skool vakansie periodes, totaal verbied word op die afgebakende strandareas. (Gouritzmond, Lappiesbaai, Preekstoel, Stilbaai Wes, Jongensfontein en Witsand blouvlag strande)
2. Dat honde op ander publieke fasiliteite en openbare persele toegelaat word op die onderstaande voorwaardes:
   2.1 Honde moet te alle tye deur die eienaar of bewaarder aan 'n leiband gelei word.

2.2 Die bewaarder of eienaar van die hond op ‘n openbare perseel moet te alle tye die honde se ontlasting verwyder en in ‘n goedgekeurde vullishouer plaas vir verwydering.

2.3 Dat niemand ‘n hond binne 50 meter vanaf ‘n kennisgewing wat die teenwoordigheid van ‘n hond of perd verbied bring of toelaat dat dit daar gebring word nie.

2.4 Dat ‘n gesamentlike ondersoek geloods word deur die Tegniese- en Gemeenskapsdienste departemente oor die huidige honde kennisgewingborde in Hessequa area om te bepaal of dit aan bostaande vereistes voldoen al dan nie.

2.5 Dat die opdatering van honde kennisgewingborde as ‘n begrotingsinset sal dien.

2.6 Dat die raadsbesluit oor die toelating of verbod van honde op publieke fasiliteite en openbare persele in die media gepubliseer word na afhandeling van die ondersoek soos genoem in aanbeveling 2.4 en finale goedkeuring deur die Raad.

6.3.5.6 SPANDERING EN VORDERING VAN DIE EPWP (“EXPANDED PUBLIC WORKS PROGRAMME”) EN DIE MIG (“MUNICIPAL INFRASTRUCTURE GRANT”) TOT EINDE JUNIE 2026

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mnr. Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die MIG (“Municipal Infrastructure Grant”) spandering en vordering tot einde Junie 2026.
2. Dat die Komitee kennis neem van die 2025/26 EPWP (“Expanded Public Works Programme”) spandering en vordering tot einde Junie 2026.

6.4 Dat die volgende items voortspruitend uit die verslag van ’n Ontwikkelingsbeplanning Portefeulje Komitee vergadering gehou op 15 Julie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl HJ Saayman, sekondant Rdl BD Smith

6.4.5.1 BEPLANNINGSDIENSTE

6.4.5.1.1 OORWEGING VAN ‘N PLEKNAAM VIR DIE MELKHOUTFONTEIN BEHUISINGSONTWIKKELING

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Snr Admin Beampte: L. Steyn

RESOLUTION / BESLUIT

Dat die Komitee voorstel dat die nuwe Behuisingsprojek die naam Heuningkloof moet behou as gevolg van die historiese bekendheid aan die inwoners van Melkhoutfontein en die area, en dat die naam soos volg aangewend word:

Nywerheidsgebied: Heuningkloof Industriële Area.

Behuisingsgebied: Heuningkloof Uitbreiding.

6.4.5.1.2 OORWEGING VAN VOORGESTELDE ONTWIKKELING: STILBAAI-WES SENTRALE SAKE KERN: ERF 510 STILBAAI

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Ontwikkelingsbeplanning – Mev A van der Merwe

RESOLUTION / BESLUIT

1. Dat die voorgestelde parkeeruitleg as Fase I aanvaar word.
2. Dat die ontwikkeling op Erf 510 se okkupasiesertifikaat nie uitgereik word alvorens die parkeerplekke gebou is nie.
3. Dat die konstruksiekostes van die parkeerplekke wat buite die erfgrense plaasvind, teen die kapitaalbydraes van die ontwikkeling op Erf 510 verhaal word.
4. Dat die Munisipaliteit nie kan bydra tot die vestiging van die parkeerplekke nie, aangesien daar nie begroot is daarvoor nie.
5. Dat die item verwys word na die Uitvoerende Burgemeesterskomitee.

6.4.5.1.3 REPORT: COMMENTS ON ENVIRONMENTAL IMPACT ASSESSMENTS FOR THE 4TH QUARTER OF THE 2025/26 FINANCIAL YEAR

File number / Verwysingsnommer: 17/11

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Senior Environmental Officer: Mrs. M. Maphutha

RESOLUTION / BESLUIT

That the Committee take note of the comments on Environmental Impact Assessments for the 4th Quarter of the 2025/26 financial year ranging from April to June 2026.

6.4.5.2 PLAASLIKE EKONOMIESE ONTWIKKELING EN TOERISME

6.4.5.2.1 REPORT ON THE DRAFT TOWNSHIP AND RURAL ECONOMY DEVELOPMENT AND REVITALISATION POLICY

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

1. That it is recommended that the Committee:

    1.1 Take note of the content of the report and the intent of the Draft Township and Rural Economy Development and Revitalisation Policy as a key instrument for inclusive economic growth and spatial transformation.

    1.2 Recommend that clear roles and responsibilities be formally defined across national, provincial, and municipal spheres to avoid duplication and improve accountability.

    1.3 Call for the development of practical implementation guidelines by the Department of Small Business Development to assist municipalities in translating the policy into actionable programmes and projects.

6.4.5.2.2 BUSINESS HUBS STATUS REPORT AND CRITERIA FOR EVALUATION OF APPLICATIONS

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Administrative Officer: Spatial and Economic Development – Wade Adonis and Manager: Spatial and Economic Development – Bertus Hayward

RESOLUTION / BESLUIT

1. That the Committee take note of the content on the business hubs status report.
2. That the Committee support the Unified Criteria for the evaluation of all Business Hubs.
3. That provision be made for a fence and gate at the Kwanokuthula Business Hub and a Security Gate at the Diepkloof Business Hub during the next financial year.

6.4.5.2.3 INVESTMENT MODELS FOR MUNICIPAL RESORTS

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

1. That it is recommended that the Committee:

    1.1 Take note of the correspondence from DEDAT regarding alternative investment models for municipal resorts and caravan parks.

    1.2 Support participation by the Municipality in the DEDAT pilot programme.

    1.3 Authorise the Municipal Manager to submit a formal response to DEDAT indicating the Municipality's intent to participate.

    1.4 Mandate Administration to identify and submit suitable municipal resort facilities for consideration, together with the required Table and supporting reports, taking into account the Municipality's demonstrated success with long-term lease arrangements, whilst also evaluating alternative investment and operating models that may be beneficial to the Municipality and ensuring that any future proposals consider the potential impact on existing municipal employees.

    1.5 Note the alignment of this initiative with the Western Cape Investment Summit project submissions and the Operational performance and development needs identified in the Camps Department.

    1.6 Authorise the relevant Directorates (Development Planning, Community Services, Technical Services, and Financial Services) to collaborate in preparing the required submissions and supporting documentation.

    1.7 Note that Hessequa Municipality has successfully implemented long-term lease arrangements at the Gouritsmond, Takkieskloof and Witsand West Caravan Parks and that this model should be considered as the preferred investment and operating approach where future municipal resort facilities are identified for private-sector participation, subject to individual feasibility assessments and Council approval.

    1.8 Note that any future investment or operating model arising from the DEDAT programme be subjected to detailed feasibility, organisational and labour impact assessments, including consideration of the implications for existing municipal employees, prior to Council making any final implementation decisions.

2. That the item be referred to Council for consideration.

6.4.5.2.4 GARDEN ROUTE INVESTMENT CONFERENCE (GRIC) 2027

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

1. That it is recommended that the Committee:
   1.1 Take note of the proposed Garden Route Investment Conference (GRIC) 2027.
   1.2 Take note that the Conference is not currently provided for in the approved 2026/27 IDP and Budget.
   1.3 Take note that no formal letter of support has been received from the Garden Route District Municipality to date.
   1.4 Support that participation in the Conference be subject to a formal Council resolution, alignment with the 2027/28 IDP review process and availability of funding and receipt of supporting documentation from GRDM.
2. That it is recommended that Hessequa Municipality continues to adopt select elements of the Investment Guide that are Practical, Implementable within existing resources and aligned with current IDP and SDBIP objectives.
3. That the item be referred to Council for consideration.

6.4.5.2.5 SOUTH AFRICAN INSTITUTE FOR ENTREPRENEURSHIP PARTNERSHIP OPPORTUNITY

File number / Verwysingsnommer: 17/17/3

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Administrative Officer: Spatial & Economic Development – Wade Adonis

RESOLUTION / BESLUIT

That the Committee take note of the SAIE partnership opportunity report, acknowledge that funding contributions are not available for the 2026/2027 financial year and that the Committee consider the following proposed initiatives for the Hessequa area:

- Youth Entrepreneurship Development Programme

- Agriplanner Backyard Gardener Programme

6.5 Dat die volgende items voortspruitend uit die verslag van 'n Gemeenskapsdienste Portefeulje Komitee vergadering gehou op 15 Julie 2026 soos volg as besluite van die Raad goedgekeur word.

Voorstel Rdl B van Noordwyk, sekondant Rdl HJ Saayman

6.5.5.1 SOSIALE ONTWIKKELING

6.5.5.1.1 MAANDVERSLAE: DEPARTEMENT GEMEENSKAPSONTWIKKELING EN GEMEENSKAPSONTWIKKELING WERKER PROGRAM VIR JUNIE 2026

File number / Verwysingsnommer: 17/16/4

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Gemeenskapsontwikkeling – Mnr RN Heunis

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Departement Gemeenskapsontwikkeling se maandverslag vir Junie 2026.
2. Dat die Komitee kennis neem van die Gemeenskapsontwikkeling Werker Program se maandverslag vir Junie 2026.

6.5.5.1.2 INFORMELE SMOUS AREAS IN DIE HESSEQUA MUNISIPALE GEBIED

File number / Verwysingsnommer: 17/17/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van alle goedgekeurde informele smousareas / staanplekke in die Hessequa munisipale area.
2. Dat die Komitee kennis neem dat ‘n totaal van **72** informele smousareas / staanplekke reeds deur die Raad goedgekeur is naamlik:

Riversdal	17
Albertinia	1
Heidelberg	21
Stilbaai	16
Melkhoutfontein	4
Jongensfontein	1
Witsand	6
Gouritsmond	5

3. Dat die Komitee kennis neem van die insette en kommentare soos deur die verskillende Wykskomitees ingedien.
4. Dat die Komitee die volgende aanbevelings ondersteun:

WYK 1

4.1 Dat ‘n nuwe informele smousarea direk agter die gemeenskapsaal te Gouritsmond, Wyk 1, met tien (10) staanplekke van 3m X 3m, gevestig word.

4.2 Dat die tien (10) staanplekke by Bite-Me sentrum agter Dorsland Drankwinkel uitsluitlik aangewend sal word vir die verkoop van vrugte en groente deur informele smouse.

4.3 Dat die vyf (5) staanplekke by die Getypoel en voor by die swemstrand op die hoek van Kusweg en Rivierstraat kanselleer word.

4.4 Dat ‘n totaal van **twintig (20)** staanplekke in Gouritsmond, Wyk 1, goedgekeur word.

GOURITSMOND	
Agter die Gemeenskapsaal	10
Area by Bite-Me Sentrum agter Dorsland Drankwinkel	10
TOTAAL	**20**

WYK 2

4.5 Dat ‘n nuwe informele smous area op die hoek van Grootfontein en Hoofstraat geskep word.

4.6 Dat die afdakkies by die Theronsville Gemeenskapsaal na die nuwe area op die hoek van Grootfontein en Hoofstraat geskuif word.

4.7 Dat die area by die Theronsville Rugbyveld kanselleer word.

4.8 Dat ‘n totaal van **twee (2)** staanplekke in Albertinia, Wyk 2, goedgekeur word.

ALBERTINIA	
Voor Usave noord van munisipale kantoor aangrensend tot Hoofstraat	1
Hoek van Grootfontein en Hoofstraat	1
TOTAAL	**2**

WYK 3

4.9 Dat die bestaande goedgekeurde smousareas erken en handhaaf word en dat geen verdere uitbreidings / nuwe areas goedgekeur word nie.

4.10 Dat die nie-goedgekeurde area langs die rondawel / biblioteek (sementblad) te Jongensfontein as ‘n informele smousarea goedgekeur word.

4.11 Dat ‘n totaal van **twee en twintig (22)** staanplekke in Stilbaai / Jongensfontein, Wyk 3, goedgekeur word.

STILBAAI	
Preekstoel Afdraai	11
Suid van Bushalte op Handelshuis parkering langs Hoofweg wes	1
TOTAAL	**12**
MELKHOUTFONTEIN	
Langs Munisipale Kantoor	4
TOTAAL	**4**
JONGENSFONTEIN	
Hoek van Hoofweg en Fonteinsingel langs Seesig Supermark	1
Jongensfontein afdraai	4
Sementblad langs die rondawel / biblioteek	1
TOTAAL	**6**

WYK 4

4.12 Dat die smousarea langs die AGS Kerk verskuif na die parkeer area by die Munisipale gebou.

4.13 Dat die volgende informele smous areas te Slangrivier geskep en goedgekeur word naamlik die oopruimtes te Hoofweg en Kleynhansstraat, Malgasweg en Port Beaufort en Skoolstraat en Khoisanweg speel parkie.

4.14 Dat die area by die parkering by die strand verskuif na regs van die ablusie geriewe.

4.15 Dat rondgaande permitte slegs binne die seisoen goedgekeur word.

4.16 Dat Tegniese Dienste die moontlikheid ondersoek dat alle smous areas van kragpunte voorsien word.

4.17 Dat slegs 4 in plaas van 6 permitte goedgekeur word.

4.18 Dat ‘n totaal van **nege (9)** staanplekke in Witsand / Slangrivier, Wyk 4, goedgekeur word.

WITSAND / SLANGRIVIER	
Parkeer area by Munisipale Gebou	1
Area regs van die ablusiegeriewe / Strandgebied	5
Oopruimtes te Hoofweg en Kleynhansstraat, Malgasweg en Port Baufort en Skoolstraat en Khoisanweg speel parkie	3
TOTAAL	**9**

WYK 5

4.19 Dat ‘n nuwe smous area by die Pleintjie langs die N2 op die hoek van Geldenhuysweg en Haigstraat geskep word.

4.20 Dat die vyf (5) smous areas oorkant die Gesondheidsentrum / Dag Hospitaal na die Pleintjie langs die N2 op die hoek van Geldenhuysweg en Haigstraat geskuif word.

4.21 Dat die bestaande goedgekeurde smous area oorkant die Gesondheidsentrum / Dag Hospitaal kanselleer word.

4.22 Dat ‘n totaal van **een en twintig (21)** staanplekke in Heidelberg, Wyk 5, goedgekeur word.

HEIDELBERG	
Die Markie – H/V Niekerk en Penzstraat	16
Pleintjie langs die N2, hoek van Geldenhuysweg en Haigstraat	5
TOTAAL	**21**

WYK 6

4.23 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 7

4.24 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 8

4.25 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 9

4.26 Dat die bestaande **een en twintig (21)** goedgekeurde smousareas erken en handhaaf word.

HEIDELBERG	
Die Markie – H/V Niekerk en Penzstraat	16
Pleintjie langs die N2, hoek van Geldenhuysweg en Haigstraat	5
TOTAAL	**21**

5. Dat die Komitee die goedkeuring van een en negentig (**91)** informele smousareas / staanplekke ondersteun naamlik:

Riversdal	17
Albertinia	2
Heidelberg	21
Stilbaai	12
Melkhoutfontein	4
Jongensfontein	6
Witsand	6
Slangrivier	3
Gouritsmond	20
Totaal	**91**

6. Dat alle goedgekeurde areas op ‘n gereelde basis deur Wetstoepassing beveilig word.

7. Dat die Direkteur: Gemeenskapsdienste voortgaan met die opstel van ‘n Informele Handelsbestuurs Beleid / Informal Trading Management Policy.

8. Dat die Direkteur: Gemeenskapsdienste in samewerking met die Regsdienste Departement voortgaan met die hersiening van die Verordening insake Straathandel, 2012.
9. Dat die item aan die Raad voorgelê word vir goedkeuring.

6.5.5.2 BESKERMINGSDIENSTE

6.5.5.2.1 MAANDVERSLAG BESKERMINGSDIENSTE VIR MEI 2026

File number / Verwysingsnommer: 17/3/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Beskermingsdienste - Channell Swartz

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die operasionele werksaamhede van Beskermingsdienste Departement vir Mei 2026 wat die volgende afdelings insluit:

- Motorvoertuig Lisensiëring/Padwaardigheid/Bestuurslisensies
- Verkeers Wetstoepassing
- Diere Skut
- Munisipale Wetstoepassing
- Tegniese Afdeling
- Rampbestuur/Brandweer/Brandkrane

6.5.5.2.2 KWARTAAL VERSLAG AANGAANDE DIE BESTUUR VAN BRANDBANE: APRIL 2026 TOT JUNIE 2026

File number / Verwysingsnommer: 17/9/1

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Hoof: Brandweerdienste – D. Dippenaar

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die kwartaal verslag aangaande die bestuur van brandbane vir die 2025/2026 finansiële jaar vir die periode van April 2026 tot Junie 2026.

6.5.5.2.3 PERSENTASIE VAN DIE MONETÊRE WAARDE VAN BOETES UITGEREIK TEENOOR BOETES BETAAL VANAF APRIL 2026 TOT JUNIE 2026

File number / Verwysingsnommer: 17/3/1/8

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Hoof Verkeersdienste – M Dyason

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van die aantal boetes uitgereik en monetêre waarde van betalings ontvang vanaf April 2026 tot Junie 2026.

6.5.5.3 BEHUISING

6.5.5.3.1 HESSEQUA BEHUISINGSPYPLYN MAANDVERSLAG VIR JUNIE 2026

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Menslike Nedersettings: Mnr C Duthie

RESOLUTION / BESLUIT

Dat die Komitee kennis neem van vordering gemaak met die Raad se Behuisingspyplyn projekte vir Junie 2026.

7. SAKE VIR BESPREKING

7.1 KORPORATIEWE BESTUUR

7.1.1 WYSIGING VAN DIE MUNISIPALE KODE – VOORNEME OM DIE VERORDENING INSAKE DIE OPENBARE GERIEWE TE HERSIEN

File number / Verwysingsnommer: 6/1/4

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee die hersiening van die Verordening insake die Openbare Geriewe ondersteun en aanbeveel vir goedkeuring deur die Raad.
2. Dat die eerste konsep gewysigde verordening in ‘n werkswinkel aan die Raad voorgehou sal word.
3. Dat die konsep gewysigde verordeninge na afloop van die werkswinkel, soos bedoel in aanbeveling nommer 2, gepubliseer word vir die publiek se kommentaar en insette.
4. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.2 2026/2027 SERVICE DELIVERY AND BUDGET IMPLEMENTATION PLAN (SDBIP)

File number / Verwysingsnommer: 4/7/3

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: SDBIP/PMS Administrator – Ms L Marais

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the 2026/2027 Service Delivery and Budget Implementation Plan (SDBIP).
2. That the Executive Mayoral Committee take note that the Service Delivery and Budget Implementation Plan and the Performance Agreements of the Municipal Manager and Directors, were made public in terms of Section 53(2)(a) and (b) of the MFMA.
3. That the item be referred to Council to take note of the approved SDBIP and Performance Contracts of the Municipal Manager and Directors.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.1.3 PREEKSTOEL FEES PROGRAM VIR DIE DESEMBER 2026/JANUARIE 2027 VAKANSIE PERIODE EN VERSOEK VIR DONASIE VAN CHALET AS PRYS VIR FONDSINSAMELING PROJEK – PREEKSTOEL KAMPEERDERS VERENIGING

File number / Verwysingsnommer: 7/6/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder Kampe en Beroepsgesondheid en Veiligheid – CJ Onrust

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die Preekstoel Kamp Komitee se voorgenome Fees Program vir Desember 2026/Januarie 2027.
2. Dat die Preekstoel Kamp Komitee ‘n volledige “Events Plan” sal opstel en in dien by die munisipaliteit vir die aanbied van die Oujaarsaand partytjie in die amfiteater te Preekstoel.
3. Dat die Uitvoerende Burgemeesterskomitee die versoek vir die gratis beskikbaarstelling van ‘n Chalet te Preekstoel Karavaanpark as prys, ondersteun en aanbeveel vir goedkeuring deur die Raad.
4. Dat ’n A – Tipe Chalet vir die doel, buite seisoen gedurende die 2026/27 finansiële jaar, (uitgesluit Paasnaweek en Maart skoolvakansie, en wel voor einde 30 Junie 2027) en met vooraf kennisgewing en bespreking deur die wenner, beskikbaar gestel word aan die Preekstoel Kamp Komitee en die kamp reëls van toepassing sal wees.

5. Dat kennis geneem word dat die waarde van die gratis beskikbaarstelling van ‘n Chalet aan die Preekstoel Kamp Komitee, R2385.00 sal beloop.
6. Dat die prys/gratis beskikbaarstelling van ‘n chalet nie oordraagbaar is nie, en slegs vir die 2026/27 finansiële jaar geldig sal wees.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.4 VERKOOP VAN ‘N GEDEELTE (ONGEVEER 10 000 VK.M) VAN DIE RESTANT VAN ERF 2015, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A. Kleynhans

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(1) en 14(2)(a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, ‘n gedeelte (ongeveer 10 000 vk.m) van Erf 2015, Riversdal nie benodig word (met die uitsluiting van die siviele en elektriese dienste op die grens van die geïdentifiseerde area) vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van ‘n gedeelte (ongeveer 10 000 vk.m) van Erf 2015, Riversdal aan MBL Property Investments (Pty) Ltd **in beginsel goedkeur** aangesien die spesifieke eiendom as nie-lewensvatbare eiendom beskou word ingevolge die Munisipaliteit se Eiendomsadministrasie beleid, onderhewig aan die volgende voorwaardes (2.1- 2.7):

    2.1 Dat die voorneme om ’n gedeelte van Erf 2015, Riversdal (ongeveer 10 000 vk.m) direk aan MBL Property Investments (Pty) Ltd te vervreem vir ligte nywerheidsontwikkeling, in die Suid-Kaap Forum geadverteer word vir besware en/of kommentaar, en dat die voorgenome vervreemding terselfdertyd aan die Nasionale en Provinsiale Tesourie voorgelê word vir kommentaar.

    2.2 Dat twee eiendomswaardeerders die billike markwaarde van die area bepaal, en dat die gemiddeld van die twee waardasies as die koopsom sal dien.

    2.3 Dat die koper ten volle verantwoordelik sal wees vir die aansluiting tot siviele en elektriese dienste vanaf die bestaande aansluitings op Erf 4357, Riversdal.

    2.4 Dat die koper verantwoordelik sal wees, op sy koste en vir sy risiko, vir die verkryging van die vereiste omgewingsmagtiging ingevolge die bepalings van die Nasionale Omgewingsbestuurswet, 1998 (Wet 107 van 1998).

    2.5 Dat die koper verantwoordelik sal wees om die nodige prosesse te volg ten einde die betrokke area, wat tans buite die Ruimtelike

Ontwikkelingsraamwerk (R.O.R.) val, formeel binne die R.O.R. te laat insluit.

2.6 Dat die koper verantwoordelik sal wees vir die onderverdeling, konsolidasie en hersonering van die erwe.

2.7 Dat die uitreiking van ’n “Record of Decision” (ROD) deur die bevoegde owerheid as ’n opskortende voorwaarde vir die vervreemding van die eiendom sal dien.

3. Dat die item na die Raad verwys word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.5 OORWEGING VAN ‘N ALTERNATIEWE AREA: VERKOOP VAN ‘N GEDEELTE (ONGEVEER 3.29 HEKTAAR) VAN ERF 657, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van die bevindinge van die voorlopige omgewingstudies wat op ’n gedeelte van Erf 657, Stilbaai-Wes uitgevoer is, welke studies bevestig dat die gebied ’n buitengewone hoë konsentrasie plant- en dierspesies van bewaringsbelang bevat, met die gevolg dat die ontwikkelingspotensiaal van die oorspronklik geïdentifiseerde terrein aansienlik beperk word.

2. Dat die Komitee goedkeuring verleen vir die vervreemding van ’n alternatiewe gedeelte van ongeveer 3,29 hektaar op Erf 657, Stilbaai-Wes, soos uiteengesit in die verslag, aan Ziphon Trading and Investment (Pty) Ltd (Registrasienommer: 2010/016828/07), onder dieselfde voorwaardes as die oorspronklike verkoopstransaksie, onderhewig daaraan dat die voorgestelde wysiging van die ligging van die gedeelte vir openbare deelname geadverteer word en dat enige kommentaar of besware wat ontvang word, behoorlik oorweeg word.

3. Dat, indien die Departement van Omgewingsake as voorwaarde van die omgewingsmagtigingsproses die instelling van ’n biodiversiteitskompensasiegebied vereis, ’n toepaslike gedeelte van Erf 657, Stilbaai-Wes soos aangedui op die uitleg in die inhoud van die item, beskikbaar gestel en formeel geoormerk word vir die vestiging en langtermynbewaring van sodanige biodiversiteitskompensasiegebied.

4. Dat die wysigings soos vervat in aanbevelings 2 en 3 formeel deur middel van ’n addendum tot die koopooreenkoms, soos deur die partye op 23 Januarie 2026 onderteken, opgeneem en geïmplementeer word.

5. Dat die item na die Raad verwys word.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.1.6 VERKOOP VAN ERF 6682, KATJIEPIERINGSTRAAT, KWANOKUTHULA, RIVERSDAL

File number / Verwysingsnommer: 7/2/2/5

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(1) en 14(2)(a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 6682, Riversdal nie benodig word vir die lewering van basiese Munisipale dienste nie en dat die Komitee die ekonomiese en gemeenskapswaarde van die eiendom oorweeg het.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 6682, Riversdal by wyse van ‘n openbare veiling, **in beginsel goedkeur**, onderhewig aan die volgende voorwaardes (2.1- 2.4):
   - 2.1 Dat die voorneme om Erf 6682, Riversdal by wyse van ’n openbare veiling vir residensiële doeleindes te vervreem, in die Suid-Kaap Forum geadverteer word vir besware en/of kommentaar, en dat die voorgenome vervreemding terselfdertyd aan die Nasionale en Provinsiale Tesourie voorgelê word vir kommentaar.
   - 2.2 Dat twee eiendomswaardeerders die billike markwaarde van die eiendom bepaal, en dat die gemiddeld van die twee waardasies as reserweprys sal dien.
   - 2.3 Dat die koper verantwoordelik sal wees vir die aansluiting tot die siviele en elektriese infrastruktuur, asook vir die ontwerp, aanlê en instandhouding van toepaslike stormwatermaatreëls ten einde voorsiening te maak vir die opvang, beheer en wegdoening van stormwater vanaf die hoogliggende areas wat oor of na die aangekoopte erf vloei.
   - 2.4 Dat die eiendom na residensiële sone gehersoneer word deur die Munisipaliteit.
3. Dat die item na die Raad verwys word.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.1.7 VERVREEMDING VAN ERF 1135, HEIDELBERG

File number / Verwysingsnommer: 7/2/2/3

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Koördineerder: Eiendomsbestuur – Me K Page

RESOLUTION / BESLUIT

1. Dat ingevolge Artikel 14(2) (a) en (b) van die Wet op Munisipale Finansiële Bestuur (MFMA), Wet 56 van 2003, Erf 1135, Maraisstraat, Heidelberg nie benodig word vir die lewering van basiese Munisipale dienste nie.
2. Dat ingevolge Regulasie 5(1)(b) van die Regulasies oor die Oordrag van Munisipale Bates (MATR) (R.878, gepromulgeer op 22/08/2008), die Raad die vervreemding van Erf 1135, Maraisstraat, Heidelberg per openbare veiling, **in-beginsel** goedkeur, onderhewig aan die volgende voorwaardes (2.1-2.7):
   - 2.1 Dat die eiendom deur die munisipaliteit van Nutsone na Enkel Residensiële Sone hersoneer word.
   - 2.2 Dat kennis geneem word van die munisipale waardasie van die eiendom.
   - 2.3 Dat ‘n waardasie verslag van ‘n gekwalifiseerde waardeerder aangevra word om die billike markwaarde op die gewysigde sonering te bepaal, welke as reserwe prys tydens die openbare veiling sal dien.
   - 2.4 Dat die voorneme om die eiendom te vervreem in die Suid-Kaap Forum geadverteer word vir besware en/of kommentare, vir die rekening van die koper.
   - 2.5 Dat die koper verantwoordelik is vir alle kostes in verband met die koop van die eiendom, insluitend, maar nie beperk tot die koopsom, alle grondgebruik aansoek kostes, advertensie kostes en die oordragskostes.
   - 2.6 Dat die voorneme om die eiendom te vervreem na Provinsiale en Nasionale Tesourie verwys word vir kommentaar.
   - 2.7 Dat die koper verantwoordelik is vir die kostes om by die munisipale dienste (siviele- en elektriese dienste) aan te sluit en/of bestaande dienste op te gradeer.
3. Dat die verslag aan die Raad voorgelê word ter finale oorweging.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.2 FINANSIËLE DIENSTE

7.2.1 VOORRAAD OPNAME 2025/2026

File number / Verwysingsnommer: 5/3/2

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Hoofklerk – Uitgawes: Mnr D Adams

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die voorraad opname wat gedoen is by al die Raad se store gedurende die tydperk 23 Junie 2026 tot 29 Junie 2026.
2. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat behoorlike registers bygehou was, wat aantoon watter voorraad voorhande moet wees en wat die waarde van die voorraad items is.

3. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat daar vier (4) tekorte ter waarde van R32 842.99 nie gevind was soos aangedui in Aanhangsel B.
4. Dat die Uitvoerende Burgemeesterskomitee kennis neem dat die vier (4) tekorte sowat 0.0063% verteenwoordig van die 63 042.9 items wat getel was.
5. Dat die Uitvoerende Burgemeesterskomitee die vier (4) tekorte ter waarde van R32 842.99 na die Artikel 32 Komitee verwys vir ondersoek en aanbeveling aan die Raad.
6. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl B van Noordwyk

7.2.2 THE IMPLEMENTATION OF THE PROCUREMENT PLAN AS AT 30 JUNE 2026

File number / Verwysingsnommer: 8B

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Supply Chain Management, Assets and Insurance – Mr. R Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the implementation of the procurement plan for the 2025/2026-financial year and implementation thereof as of 30 June 2026.
2. That the Executive Mayoral Committee take note that there is a 0% deviation from the plan as of 30 June 2026.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.3 WITHDRAWALS FROM BANK ACCOUNT – QUARTER ENDED 30 JUNE 2026

File number / Verwysingsnommer: 5/15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager Expenditure – Mrs A Carelse

RESOLUTION / BESLUIT

That the withdrawals from the bank account for the quarter ended 30 June 2026 be noted.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.4 AFSKRYWING VAN INFRASTRUKTUUR BATES 2025/2026

File number / Verwysingsnommer: 5/12/2/1

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Voorsieningskanaalbestuur, Bates & Versekering: Mnr R Bent

RESOLUTION / BESLUIT

1. Dat die infrastruktuur bates (148) ten bedrae van R 726 886.07 op **Bylae A** afgeskryf word.
2. Dat die bates wat afgeskryf word op **Bylae A** van die Raad se Bateregister verwyder word.
3. Dat die item na die Raad verwys word vir goedkeuring.

Voorstel Rdl BD Smith, sekondant Rdl HJ Saayman

7.2.5 REPORT ON THE MANAGEMENT OF CONTRACTS OR AGREEMENTS AND THE PERFORMANCE OF THE CONTRACTOR FOR THE MONTH OF JUNE 2026

File number / Verwysingsnommer: 8/B

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Supply Chain Management, Assets & Insurance: Mr. R.A Bent

RESOLUTION / BESLUIT

1. That the Executive Mayoral Committee take note of the management of contracts or agreements and the performance of contractors for the month of June 2026.
2. That the Executive Mayoral Committee take note of the current active contracts and their expiration dates and the status of the new procurement as of June 2026.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.6 REPAIRS & MAINTENANCE SPENDING UP TO 30 JUNE 2026

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the spending on Repairs and Maintenance up to 30 June 2026.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.7 CAPITAL BUDGET SPENDING UP TO 30 JUNE 2026

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

That the Executive Mayoral Committee note the capital spending for 30 June 2026.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.8 IN-YEAR MONITORING FOR LOCAL AUTHORITIES – JUNE 2026

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting - R.R Erasmus

RESOLUTION / BESLUIT

1. That the Budget Monitoring presented for June 2026, be approved.
2. That the reasons given for deviations, be approved.
3. That the Executive Mayoral Committee note the investments the municipality has at banks and the money market as at 30 June 2026.
4. That the Executive Mayoral Committee note the instances of Unauthorised, Irregular, Wasteful and Fruitless (UIW&F) Expenditure for the period ended 30 June 2026.
5. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.2.9 DETERMINATION OF A DATE OF VALUATION FOR THE GENERAL VALUATION 2028-2033

File number / Verwysingsnommer: 5/11/4

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Revenue - S Daniels

RESOLUTION / BESLUIT

That the date of valuation for the purpose of compiling the general valuation roll for the period 1 July 2028 to 30 June 2033 be determined as 1 August 2027.

Proposer Cllr BD Smith, seconded Cllr B van Noordwyk

7.2.10 QUARTERLY BUDGET MONITORING FOR LOCAL AUTHORITIES (SECTION 52) – JUNE 2026– 4TH QUARTER

File number / Verwysingsnommer: 5/1/1/1

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Financial Statements, Budget & Financial Reporting- R.R Erasmus

RESOLUTION / BESLUIT

1. That Council take note of the contents of the Quarterly Budget Monitoring (Section 52) report and supporting documents for the 4th quarter of the 2025/2026 financial year.
2. That the report be submitted to National and Provincial Treasuries as required.
3. That Council approve the Quarterly Budget Monitoring (Section 52) Report.
4. That the report be submitted to the Municipal Public Accounts Committee for oversight.

Proposer Cllr BD Smith, seconded Cllr HJ Saayman

7.3 TEGNIESE DIENSTE

7.3.1 WYSIGING AAN REG VAN WEG "WAYLEAVE" BELEID

File number / Verwysingsnommer: 6/2/2

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste- Rhuschan Manho

RESOLUTION / BESLUIT

1. Dat die Uitvoerende Burgemeesterskomitee kennis neem van die werkswinkel wat plaasgevind het op 20 Mei 2026.
2. Dat die Uitvoerende Burgemeesterskomitee die Reg van Weg "Wayleave" beleid aanbeveel vir goedkeuring.
3. Dat die item na die Raad verwys word vir finale goedkeuring.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

7.4 ONTWIKKELINGSBEPLANNING

7.4.1 INVESTMENT MODELS FOR MUNICIPAL RESORTS

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

1. That it is recommended that the Executive Mayoral Committee:

    1.1 Take note of the correspondence from DEDAT regarding alternative investment models for municipal resorts and caravan parks.

    1.2 Support participation by the Municipality in the DEDAT pilot programme.

    1.3 Authorise the Municipal Manager to submit a formal response to DEDAT indicating the Municipality's intent to participate.

    1.4 Mandate Administration to identify and submit suitable municipal resort facilities for consideration, together with the required Table and supporting reports, taking into account the Municipality's demonstrated success with long-term lease arrangements, whilst also evaluating alternative investment and operating models that may be beneficial to the Municipality and ensuring that any future proposals consider the potential impact on existing municipal employees.

    1.5 Note the alignment of this initiative with the Western Cape Investment Summit project submissions and the Operational performance and development needs identified in the Camps Department.

    1.6 Authorise the relevant Directorates (Development Planning, Community Services, Technical Services, and Financial Services) to collaborate in preparing the required submissions and supporting documentation.

    1.7 Note that Hessequa Municipality has successfully implemented long-term lease arrangements at the Gouritsmond, Takkieskloof and Witsand West Caravan Parks and that this model should be considered as the preferred investment and operating approach where future municipal resort facilities are identified for private-sector participation, subject to individual feasibility assessments and Council approval.

    1.8 Note that any future investment or operating model arising from the DEDAT programme be subjected to detailed feasibility, organisational and labour impact assessments, including consideration of the implications for existing municipal employees, prior to Council making any final implementation decisions.

2. That the item be referred to Council for consideration.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4.2 GARDEN ROUTE INVESTMENT CONFERENCE (GRIC) 2027

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

RESOLUTION / BESLUIT

1. That it is recommended that the Executive Mayoral Committee:
   - 1.1 Take note of the proposed Garden Route Investment Conference (GRIC) 2027.
   - 1.2 Take note that the Conference is not currently provided for in the approved 2026/27 IDP and Budget.
   - 1.3 Take note that no formal letter of support has been received from the Garden Route District Municipality to date.
   - 1.4 Support that participation in the Conference be subject to a formal Council resolution, alignment with the 2027/28 IDP review process and availability of funding and receipt of supporting documentation from GRDM.
2. That it is recommended that Hessequa Municipality continues to adopt select elements of the Investment Guide that are Practical, Implementable within existing resources and aligned with current IDP and SDBIP objectives.
3. That the item be referred to Council for consideration.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4.3 OORWEGING VAN VOORGESTELDE ONTWIKKELING: STILBAAI-WES SENTRALE SAKE KERN: ERF 510 STILBAAI

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Ontwikkelingsbeplanning – Mev A van der Merwe

RESOLUTION / BESLUIT

1. Dat die voorgestelde parkeeruitleg as Fase I aanvaar word.
2. Dat die ontwikkeling op Erf 510 se okkupasiesertifikaat nie uitgereik word alvorens die parkeerplekke gebou is nie.
3. Dat die konstruksiekostes van die parkeerplekke wat buite die erfgrense plaasvind, teen die kapitaalbydraes van die ontwikkeling op Erf 510 verhaal word.

4. Dat die Munisipaliteit nie kan bydra tot die vestiging van die parkeerplekke nie, aangesien daar nie begroot is daarvoor nie.

Voorstel Rdl HJ Saayman, sekondant Rdl BD Smith

7.4.4 SECTION 79 APPEAL FOR PROPOSED CONSENT USE (HOUSE SHOP): ERF 1599 MELKHOUTFONTEIN

File number / Verwysingsnommer: 15/4/3/5

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Wessel van Brakel – Town Planner

RESOLUTION / BESLUIT

That the appeal lodged in terms of Section 79 of the Hessequa Municipality: Land Use Planning By-law, 2015 **BE UPHELD** for the following reasons:

1. That the proposed house shop complies with the planning requirements of the Hessequa Municipality House Shop Policy.
2. That the House Shop occupies only a small portion of the dwelling and remains clearly subordinate to the primary residential use of the property.
3. That the Appeal Authority is satisfied that the concerns relating to the unauthorised structure can be adequately addressed by requiring the owner to submit building plans as a condition of approval.
4. That the approval of the consent use does not constitute approval of any unauthorised building or structure, and the regularisation of the structure will be dealt with through the applicable building control processes.
5. That the approval of the appeal, subject to appropriate conditions, represents a balanced planning outcome that is consistent with the objectives and principles of SPLUMA, the Hessequa Spatial Development Framework, the Hessequa House Shop Policy and the Hessequa Municipality: Land Use Planning By-law, 2015.

That the Consent Use in terms of Section 15(2)(o) of the Hessequa Municipality: Land Use Planning By-law, 2015 to allow a House Shop on Erf 1599 Melkhoutfontein **BE APPROVED** in terms of Section 81 of the said By-Law, subject to the following conditions:

1. That the sketch plans that were part of the application do not establish any rights and that complete building plans in terms of the National Building Regulations (NBR) must be submitted to Hessequa Municipality for all illegal structures.
2. That building plans may not deviate drastically from the sketch plans as referred to in point 2.
3. That the house shop must comply with the Hessequa Municipality's House Shop Policy.

4. That negative factors such as noise, crowding of people and food smells may not influence the environment.
5. That if persistent fair complaints are encountered about the house shop in question, the Municipality may suspend the approval.
6. That the sale of alcohol or alcoholic beverages, the storage of gas or glass containers, paraffin and other dangerous substances be prohibited.
7. That no activity such as slot machines, video games, or pool game/billiard tables is allowed on the premises.
8. That no place of entertainment may be operated from the property.
9. That the land use does not cause a noise disturbance or a disturbance for any adjacent landowner.
10. That all health legislation is complied with, and the necessary permits must be obtained from the Garden Route District Municipality.
11. That the house shop will be operated from an approved structure that complies with health legislation/regulations.
12. That a copy of this approval must be displayed in a visible area in the store.
14. That the normal service rates will be charged as per the Municipality's approved rate list.
15. That the approval is only deemed to have been implemented with the issuance of an occupation certificate with the corresponding building plan.
16. That the Hessequa Municipality’s Zoning Scheme By-law, 2018, for "house shop" will apply to the proposed development, which includes, among others, the following:
    i. The dominant use of the property must still be residential.
    ii. The business may not include more than 30% of the floor area of the buildings on the premises.
    iii. All activities must take place within the building on the premises.
    iv. No more than one vehicle may be used for the business, and no vehicle heavier than 3500kg may form part of the business.
    v. Business hours are limited between 06h00 and 22h00 on weekdays and Saturdays. No business will be allowed on public holidays and Sundays.
    vi. The municipality can stop/suspend the house shop at any given time or add conditions to limit any potential nuisance to the surrounding neighbours and general public.
17. That garbage/waste must be collected once a week. If garbage/waste needs to be removed on a more regular basis, the owner/manager must contact the Hessequa Municipality to make arrangements for garbage/waste removal.
18. That owners/managers of house shops must refrain from the illegal dumping of garbage/waste generated on the premises.

Proposer Cllr HJ Saayman, seconded Cllr BD Smith

7.4.5 SECTION 79 APPEAL: JM RIDDELS PROPOSED CONSENT USE FOR HOUSE SHOPS: ERVEN 1729, MELKHOUTFONTEIN

File number / Verwysingsnommer: 15/

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Anneke van der Merwe – Manager: Municipal Development Planning

RESOLUTION / BESLUIT

That it is recommended that the appeal **BE UPHELD** and that the approval granted for the house shop be withdrawn due to non-compliance with the applicable policy requirements and procedural deficiencies identified during the appeal process. The following factors support this recommendation:

1. Failure to Comply with Public Participation Requirements: The prescribed public participation process, as required in terms of Section 45 of the Hessequa Municipality: By-Law on Municipal Land Use Planning, 2015, was not followed. Interested and affected parties were not afforded a reasonable opportunity to participate in the application process, constituting a material procedural irregularity.
2. Non-Compliance with the 200-Metre Separation Requirement: It was established that another house shop exists within a 200-metre radius of the subject property. The approval therefore, does not comply with the minimum separation distance requirement contained in the applicable House Shop Policy.
3. Failure to Respond to the Notice of Non-Compliance: On 12 June 2026, a Notice of Non-Compliance was issued to the property owner, identifying various instances where the operation did not comply with the conditions of approval. The owner failed to respond to the notice within the prescribed 30-day period and did not provide evidence that the identified non-compliance had been rectified.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.4.6 SECTION 79 APPEAL: C HOOGBAARD ON THE PROPOSED CONSENT USE FOR HOUSE SHOP: ERVEN 75, SLANGRIVIER

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Anneke van der Merwe – Manager: Municipal Development Planning

RESOLUTION / BESLUIT

That it is recommended that the appeal **BE REJECTED** and that no approval be granted for the house shop for the following reasons:

1. The Ward 4 Committee has recommended that no new house shops be approved in the area until existing non-compliant house shops have been addressed and brought into compliance.
2. Approving this application at this stage would go against the approach for house shops in Ward 4.
3. The area is currently focused on regularising existing house shop activities before allowing new house shops.

Proposer Cllr HJ Saayman, seconded Cllr B van Noordwyk

7.5 GEMEENSKAPSDIENSTE

7.5.1 INFORMELE SMOUS AREAS IN DIE HESSEQUA MUNISIPALE GEBIED

File number / Verwysingsnommer: 17/17/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Direkteur: Gemeenskapsdienste - Deon Lewis-Michaels

RESOLUTION / BESLUIT

1. Dat die Komitee kennis neem van alle goedgekeurde informele smousareas / staanplekke in die Hessequa munisipale area.
2. Dat die Komitee kennis neem dat ‘n totaal van **72** informele smousareas / staanplekke reeds deur die Raad goedgekeur is naamlik:

Riversdal	17
Albertinia	1
Heidelberg	21
Stilbaai	16
Melkhoutfontein	4
Jongensfontein	1
Witsand	6
Gouritsmond	5

3. Dat die Komitee kennis neem van die insette en kommentare soos deur die verskillende Wykskomitees ingedien.
4. Dat die Komitee die volgende aanbevelings ondersteun:

WYK 1

4.1 Dat ‘n nuwe informele smousarea direk agter die gemeenskapsaal te Gouritsmond, Wyk 1, met tien (10) staanplekke van 3m X 3m, gevestig word.

4.2 Dat die tien (10) staanplekke by Bite-Me sentrum agter Dorsland Drankwinkel uitsluitlik aangewend sal word vir die verkoop van vrugte en groente deur informele smouse.

4.3 Dat die vyf (5) staanplekke by die Getypoel en voor by die swemstrand op die hoek van Kusweg en Rivierstraat kanselleer word.

4.4 Dat 'n totaal van **twintig (20)** staanplekke in Gouritsmond, Wyk 1, goedgekeur word.

GOURITSMOND	
Agter die Gemeenskapsaal	10
Area by Bite-Me Sentrum agter Dorsland Drankwinkel	10
TOTAAL	**20**

WYK 2

4.5 Dat 'n nuwe informele smous area op die hoek van Grootfontein en Hoofstraat geskep word.

4.6 Dat die afdakkies by die Theronsville Gemeenskapsaal na die nuwe area op die hoek van Grootfontein en Hoofstraat geskuif word.

4.7 Dat die area by die Theronsville Rugbyveld kanselleer word.

4.8 Dat 'n totaal van **twee (2)** staanplekke in Albertinia, Wyk 2, goedgekeur word.

ALBERTINIA	
Voor Usave noord van munisipale kantoor aangrensend tot Hoofstraat	1
Hoek van Grootfontein en Hoofstraat	1
TOTAAL	**2**

WYK 3

4.9 Dat die bestaande goedgekeurde smousareas erken en handhaaf word en dat geen verdere uitbreidings / nuwe areas goedgekeur word nie.

4.10 Dat die nie-goedgekeurde area langs die rondawel / biblioteek (sementblad) te Jongensfontein as 'n informele smousarea goedgekeur word.

4.11 Dat 'n totaal van **twee en twintig (22)** staanplekke in Stilbaai / Jongensfontein, Wyk 3, goedgekeur word.

STILBAAI

Preekstoel Afdraai	11
Suid van Bushalte op Handelshuis parkering langs Hoofweg wes	1
TOTAAL	**12**
MELKHOUTFONTEIN	
Langs Munisipale Kantoor	4
TOTAAL	**4**
JONGENSFONTEIN	
Hoek van Hoofweg en Fonteinsingel langs Seesig Supermark	1
Jongensfontein afdraai	4
Sementblad langs die rondawel / biblioteek	1
TOTAAL	**6**

WYK 4

4.12 Dat die smousarea langs die AGS Kerk verskuif na die parkeer area by die Munisipale gebou.

4.13 Dat die volgende informele smous areas te Slangrivier geskep en goedgekeur word naamlik die oopruimtes te Hoofweg en Kleynhansstraat, Malgasweg en Port Beaufort en Skoolstraat en Khoisanweg speel parkie.

4.14 Dat die area by die parkering by die strand verskuif na regs van die ablusie geriewe.

4.15 Dat rondgaande permitte slegs binne die seisoen goedgekeur word.

4.16 Dat Tegniese Dienste die moontlikheid ondersoek dat alle smous areas van kragpunte voorsien word.

4.17 Dat slegs 4 in plaas van 6 permitte goedgekeur word.

4.18 Dat ‘n totaal van **nege (9)** staanplekke in Witsand / Slangrivier, Wyk 4, goedgekeur word.

WITSAND / SLANGRIVIER	
Parkeer area by Munisipale Gebou	1
Area regs van die ablusiegeriewe / Strandgebied	5
Oopruimtes te Hoofweg en Kleynhansstraat, Malgasweg en Port Baufort en Skoolstraat en Khoisanweg speel parkie	3

TOTAAL	**9**

WYK 5

4.19 Dat ‘n nuwe smous area by die Pleintjie langs die N2 op die hoek van Geldenhuysweg en Haigstraat geskep word.

4.20 Dat die vyf (5) smous areas oorkant die Gesondheidsentrum / Dag Hospitaal na die Pleintjie langs die N2 op die hoek van Geldenhuysweg en Haigstraat geskuif word.

4.21 Dat die bestaande goedgekeurde smous area oorkant die Gesondheidsentrum / Dag Hospitaal kanselleer word.

4.22 Dat ‘n totaal van **een en twintig (21)** staanplekke in Heidelberg, Wyk 5, goedgekeur word.

HEIDELBERG	
Die Markie – H/V Niekerk en Penzstraat	16
Pleintjie langs die N2, hoek van Geldenhuysweg en Haigstraat	5
TOTAAL	**21**

WYK 6

4.23 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 7

4.24 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 8

4.25 Dat die bestaande **sewentien (17)** goedgekeurde smousareas erken en handhaaf word.

RIVERSDAL	
Kerk / Plein / Lokomotief	7
Hoofstraat	12
TOTAAL	**17**

WYK 9

4.26 Dat die bestaande **een en twintig (21)** goedgekeurde smousareas erken en handhaaf word.

HEIDELBERG	
Die Markie – H/V Niekerk en Penzstraat	16
Pleintjie langs die N2, hoek van Geldenhuysweg en Haigstraat	5
TOTAAL	**21**

5. Dat die Komitee die goedkeuring van een en negentig (**91)** informele smousareas / staanplekke ondersteun naamlik:

Riversdal	17
Albertinia	2
Heidelberg	21
Stilbaai	12
Melkhoutfontein	4
Jongensfontein	6
Witsand	6
Slangrivier	3
Gouritsmond	20
Totaal	**91**

6. Dat alle goedgekeurde areas op ‘n gereelde basis deur Wetstoepassing beveilig word.

7. Dat die Direkteur: Gemeenskapsdienste voortgaan met die opstel van ‘n Informele Handelsbestuurs Beleid / Informal Trading Management Policy.

8. Dat die Direkteur: Gemeenskapsdienste in samewerking met die Regsdienste Departement voortgaan met die hersiening van die Verordening insake Straathandel, 2012.
9. Dat die item aan die Raad voorgelê word vir goedkeuring.

Voorstel Rdl HJ Saayman, sekondant Rdl BD Smith

7.6 ITEMS VIR KONDONERING

7.6.1 CONDONATION ITEM - ACTING MUNICIPAL MANAGER

File number / Verwysingsnommer: 4/3

Meeting date / Vergadering datum: 29 July 2026

Report by / Verslag deur: Adrian Oelofse: Manager Human Resources

RESOLUTION / BESLUIT

That the Executive Mayoral Committee take note of the following resolution, as approved by the Executive Mayor on 10 July 2026 as follow:

1. That the Executive Mayoral Committee approve the appointment of Mr H Visser as acting Municipal Manager from 2 to 27 July 2026.
2. That the Executive Mayoral Committee approve that Mr Visser receives an acting allowance of 5% of his basic remuneration for the period.
3. That the Item be referred to Council.

Proposer Cllr B van Noordwyk, seconded Cllr BD Smith

7.6.2 VIR KONDONERING: AANSOEK VIR VERLENGDE DRANK HANDELSURE EN -DAE INGEVOLGE DIE HESSEQUA MUNISIPALITEIT SE VERORDENING INSAKE DRANKHANDELSDAE EN- URE: MANDINKA 64CC H/A STILBAAI KELDERS, ERF 504 STILBAAI, VOORTREKKERSTRAAT 17, STILBAAI

File number / Verwysingsnommer: 1/3/R

Meeting date / Vergadering datum: 29 Julie 2026

Report by / Verslag deur: Bestuurder: Regsdienste & Administrasie – Mev S Sanders

RESOLUTION / BESLUIT

Dat die Uitvoerende Burgemeesterskomitee kennis neem van die volgende besluit, soos goedgekeur deur die Uitvoerende Burgemeester op 30 Junie 2026, as volg:

1. Dat die Uitvoerende Burgemeesterskomitee die aansoek van, Mandinka 64CC h/a Stilbaai Kelders, Erf 504,Voortrekkerstraat 17, Stilbaai, om verlengde drankhandelsure en -dae **goedkeur**, onderhewig aan die volgende voorwaardes:

1.1 Dat die Munisipaliteit die reg voorbehou om die goedkeuring ter enige tyd terug te trek en nie aanspreeklik sal wees vir enige verliese ervaar deur die handelaar in die verband nie.

1.2 Dat die goedkeuring geldig sal wees vir ŉ periode van een jaar, vanaf die datum waarop goedkeuring verleen word, waarna dit outomaties sal verval en die aansoeker opnuut moet aansoek doen.

1.3 Dat die goedkeuringsertifikaat, soos uitgereik deur die Munisipaliteit, pertinent op die perseel vertoon moet word.

1.4 Dat die goedgekeurde verlengde handelsdae en -ure as volg is:

Vir ‘n tydperk van een (1) jaar vanaf **01 Julie 2026 – 30 Junie 2027**

Maandae – Saterdae: 09h00 – 20h00

2. Dat die aansoek deur die Uitvoerende Burgemeesterskomitee bekragtig word.

Voorstel Rdl B van Noordwyk, sekondant Rdl BD Smith

Mnr L de Villiers verlaat die vergadering om 09:34.

Die vergadering verdaag om 09:37.

…….. ……

GOEDGEKEUR DATUM

HESSEQUA MUNISIPALITEIT

NOTULE

SPESIALE UITVOERENDE BURGEMEESTERSKOMITEE VERGADERING

WOENSDAG 5 AUGUSTUS 2026

OM 09:00

LEDE:

Rdl G Riddles – Uitvoerende Burgemeester

Rdl GL Boezak – Uitvoerende Onder Burgemeester

Rdl BD Smith

Rdl HJ Saayman

Rdl B van Noordwyk

1. OPENING EN VERWELKOMING

Die Uitvoerende Burgemeester, Rdl G Riddles, heet almal teenwoordig welkom by die vergadering en Rdl HJ Saayman open met gebed.

2. KONSTITUERING / AANSOEKE OM VERLOF

2.1 Teenwoordig

UBK Lede	Amptenare
Rdl G Riddles Rdl GL Boezak Rdl BD Smith Rdl HJ Saayman Rdl B van Noordwyk	Mnr ASA de Klerk Mnr GJ Goliath Mnr D Lewis-Michaels Mnr H Visser Mnr R Manho Mnr A Oelofse
Raadslede	
Geen	Me M Adams (Notuleerder)

2.2 Verskoning / Verlof

Geen

3. MEDEDELINGS DEUR DIE UITVOERENDE ONDER BURGEMEESTER

Die Uitvoerende Burgemeester bedank die Direkteur Gemeenskapsdienste, Mnr D Lewis-Michaels vir die oorhandiging van goedkeuringsbriewe aan die begunstigdes in die Fase 4 Melkhoutfontein Behuisingsprojek wat op 4 Augustus 2026 plaasgevind het.

4. VERKLARING VAN BELANGE DEUR RAADSLEDE EN AMPTENARE RAKENDE ITEMS WAT DIEN OP AGENDA

Geen

5. GOEDKEURING VAN NOTULE

Geen

6. VERSLAE PORTEFEULJE KOMITEES

Geen

7. SAKE VIR BESPREKING

Die vergadering verdaag om 09:04.

…….. …….

GOEDGEKEUR DATUM

9. SAKE VIR BESPREKING

9.1 REVIEW OF THE 2026/2027 SERVICE STANDARDS

File number / Verwysingsnommer: 6/4/1

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Head: Public Relations & Administration – Ms D Budricks

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to approve the service standards for the 2026/2027 period.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The current service standards for 2026/2027 were reviewed and approved by Council on 27 May 2026. On 17 August 2026, Directors and Managers were requested to review these service standards and to provide amendments and input.

The Financial Services Directorate requested that the Indigent application support be amended from 45 days to 50 days with the following motivation received from the CFO.

"The service standards initially allowed for indigent applications to be finalised within 60 days from date of application. During the 2025 workshop on Service Standards, the Councillors requested the days to be reduced to 45 days as they were of the opinion that applications are taking too long to finalise. The Financial Services department has attempted to reach the target which is met in most cases, but there are also quite a few applications that cannot be finalised due to the workflow that is set out on a monthly basis. A request is made that we amend the target to 50 days and this will ensure that we can adhere to internal standards in each instance within the most efficient workflow procedure."

FINANCIAL SERVICES

Dept:	Service Label	Service Description	Service Level Days	Responsible Person
Revenue	Credit control & Indigent Management	Applications for indigent support (without appeal) – **Collab only**	Change from **45** to **50**	Bernadette Joseph

The items was tabled at the **Corporate Management Portfolio Committee** meeting of **16 September 2026** with the following recommendations:

"1. That the Committee recommend that the Indigent application support be amended from 45 days to 50 days.

2. That the item be referred to Council for approval."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

CMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council approve the Indigent application support be amended from 45 days to 50 days.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Municipal Manager – Mr ASA de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

1. Current approved Service Standards for 2026/2027
2. Proposed amended Service Standards for 2026/2027

COMMUNITY SERVICES

Directorate	Department	Municipal Service Category	Municipal Service Description	Service Level Days	Responsible person
Community Services	Human Settlements	Human Settlements	Housing enquiries	7 days	Cyprian Duthie
Community Services	Human Settlements	Human Settlements	Housing Database (General & Emergency)	5 days	Cyprian Duthie
Community Services	Human Settlements	Human Settlements	Reporting Illegal Land Invasions, structures	2 days	Cyprian Duthie
Community Services	Protection Services	Fire, Rescue & Disaster Management	Fire safety related enquiries	10 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Overgrown Erven	10 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Bylaw Contraventions	10 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Vagrant	5 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Illegal Traders	Daily	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Stray Animals	2 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	General traffic enquiries	5 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Road Markings and road signs enquiries	10 days	Channell Swartz

DEVELOPMENT PLANNING

Directorate	Department	Service Label	Service Description	Service Level days	Responsible Person
Development Planning	Building Control	Building Control	Building plan application enquiries	5	Christo Hamman
Development Planning	Building Control	Building Control	Building control related enquiries	5	Christo Hamman
Development Planning	Building Control	Building Control	Inspection of illegal building works	10	Christo Hamman
Development Planning	Building Control	Building Control	Copy of existing building plans	10	Christo Hamman
Development Planning	Town Planning	Town Planning	General Town Planning complaints	5	Lelanie Steyn
Development Planning	Town Planning	Town Planning	Land use/scheme regulation enquiries	3	Lelanie Steyn
Development Planning	Environmental	Environmental	Air Pollution complaints	3	Shagon Carelse

FINANCIAL SERVICES

Directorate	Department	Service Label	Service Description	Service Level Days	Responsible Person
Financial Services	Revenue	Debtors	Prepaid vendor off	4	Winston Joseph
Financial Services	Revenue	Debtors	Account enquiries	20	Shariefa Daniels

Financial Services	Revenue	Debtors	Balance Enquiries	5	Winston Joseph
Financial Services	Revenue	Debtors	Change of details (i.e. address, email)	5	Chanell Thyse
Financial Services	Revenue	Property Rates and Valuations	Property rates & valuation	5	Marlene Sefoor [Prins]
Financial Services	Revenue	Property Rates and Valuations	Rebates (Discounts) enquiries	5	Marlene Sefoor [Prins]
Financial Services	Revenue	Credit control & Indigent Management	Indigent Benefit enquiries	5	Bernadette Joseph
Financial Services	Revenue	Credit control & Indigent Management	Applications for indigent support (without appeal) – **Collab only**	45	Bernadette Joseph
Financial Services	Revenue	Credit control & Indigent Management	Indigent appeals process – **Collab only**	6 weeks	Bernadette Joseph

TECHNICAL SERVICES

Directorate	Department	Service Label	Service Description	Service Level days	Responsible Person
Technical Services	Civil Infrastructure Services	Water	Infrastructure repair of fire hydrants	30	Administrator
Technical Services	Civil Infrastructure Services	Water	Repair water pipe bursts	5	Administrator
Technical Services	Civil Infrastructure Services	Water	Repair water leakages	5	Administrator
Technical Services	Civil Infrastructure Services	Water	Repair/replace faulty house connection meters	5	Administrator
Technical Services	Civil Infrastructure Services	Water	No water available	1	Administrator
Technical Services	Civil Infrastructure Services	Water	Low water pressure	7	Administrator
Technical Services	Civil Infrastructure Services	Water	Water quality complaints	5	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Blocked stormwater drains	14	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Stormwater pipe repairs (breakage & blockage)	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Damaged road repairs	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Pavement related	14	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair 1 x pothole	2	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair several potholes	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Uneven road surfaces / gravel roads	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair of sidewalk	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Driveway construction	30	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Broken / missing manhole cover	7	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Removal services	7	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Clear blocked sewerage drains	2	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage connections	21	Administrator

Directorate	Department	Service Label	Service Description	Service Level days	Responsible Person
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Smells	5	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Leakages	2	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	Removal services	7	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	General dumping complaints	14	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	Waste collection at transfer station	7	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Cutting of trees and grass	14	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Clearing of open overgrown areas	30	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Grave preparation for burials	5	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Problem at sport facilities	30	Administrator
Technical Services	Civil Infrastructure Services	Buildings	General repairs (small defects)	30	Administrator
Technical Services	Electrical Services	Electrical Services	Power interruptions	2	Administrator
Technical Services	Electrical Services	Electrical Services	Electrical Meter queries / complaints	5	Administrator
Technical Services	Electrical Services	Electrical Services	Streetlights are out of order	7	Administrator
Technical Services	Electrical Services	Electrical Services	A streetlight is out of order	3	Administrator
Technical Services	Electrical Services	Electrical Services	Faulty electricity power box (repair or replacement)	7	Administrator

CORPORATE MANAGEMENT

Directorate	Department	Service Label	Service Description	Service Level Days	Responsible Person
Corporate Management	Property Management	Property Management	Municipal Property General enquiries	5	Tondi Netshimbuphe (Administrator)
Corporate Management	Property Management	Property Management	Sports Grounds Bookings	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Property Management	Property Management	Community Hall Bookings	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Resorts / Camps and Occupational Health & Safety	Resorts/Camps	Resorts / Camps general enquiries	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Library Services	Library Services	Library enquiries	2	Tondi Netshimbuphe (Administrator)

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Directorate	Department	Municipal Service Category	Municipal Service Description	Service Level Days	Responsible person
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Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Bylaw Contraventions	10 days	Channell Swartz
Community Services	Protection Services	Law Enforcement & Traffic	Reporting of Vagrant	5 days	Channell Swartz
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Development Planning	Building Control	Building Control	Copy of existing building plans	10	Christo Hamman
Development Planning	Town Planning	Town Planning	General Town Planning complaints	5	Lelanie Steyn
Development Planning	Town Planning	Town Planning	Land use/scheme regulation enquiries	3	Lelanie Steyn
Development Planning	Environmental	Environmental	Air Pollution complaints	3	Shagon Carelse

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Financial Services	Revenue	Property Rates and Valuations	Rebates (Discounts) enquiries	5	Marlene Sefoor [Prins]
Financial Services	Revenue	Credit control & Indigent Management	Indigent Benefit enquiries	5	Bernadette Joseph
Financial Services	Revenue	Credit control & Indigent Management	Applications for indigent support (without appeal) – **Collab only**	50	Bernadette Joseph
Financial Services	Revenue	Credit control & Indigent Management	Indigent appeals process – **Collab only**	6 weeks	Bernadette Joseph

TECHNICAL SERVICES

Directorate	Department	Service Label	Service Description	Service Level days	Responsible Person
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Technical Services	Civil Infrastructure Services	Water	Repair water pipe bursts	5	Administrator
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Technical Services	Civil Infrastructure Services	Water	Repair/replace faulty house connection meters	5	Administrator
Technical Services	Civil Infrastructure Services	Water	No water available	1	Administrator
Technical Services	Civil Infrastructure Services	Water	Low water pressure	7	Administrator
Technical Services	Civil Infrastructure Services	Water	Water quality complaints	5	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Blocked stormwater drains	14	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Stormwater pipe repairs (breakage & blockage)	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Damaged road repairs	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Pavement related	14	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair 1 x pothole	2	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair several potholes	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Uneven road surfaces / gravel roads	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Repair of sidewalk	30	Administrator
Technical Services	Civil Infrastructure Services	Roads & Stormwater	Driveway construction	30	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Broken / missing manhole cover	7	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Removal services	7	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Clear blocked sewerage drains	2	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage connections	21	Administrator

Directorate	Department	Service Label	Service Description	Service Level days	Responsible Person
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Smells	5	Administrator
Technical Services	Civil Infrastructure Services	Sewer	Sewerage: Leakages	2	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	Removal services	7	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	General dumping complaints	14	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Solid Waste	Waste collection at transfer station	7	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Cutting of trees and grass	14	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Clearing of open overgrown areas	30	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Grave preparation for burials	5	Administrator
Technical Services	Solid Waste, Facilities & Amenities	Parks	Problem at sport facilities	30	Administrator
Technical Services	Civil Infrastructure Services	Buildings	General repairs (small defects)	30	Administrator
Technical Services	Electrical Services	Electrical Services	Power interruptions	2	Administrator
Technical Services	Electrical Services	Electrical Services	Electrical Meter queries / complaints	5	Administrator
Technical Services	Electrical Services	Electrical Services	Streetlights are out of order	7	Administrator
Technical Services	Electrical Services	Electrical Services	A streetlight is out of order	3	Administrator
Technical Services	Electrical Services	Electrical Services	Faulty electricity power box (repair or replacement)	7	Administrator

CORPORATE MANAGEMENT

Directorate	Department	Service Label	Service Description	Service Level Days	Responsible Person
Corporate Management	Property Management	Property Management	Municipal Property General enquiries	5	Tondi Netshimbuphe (Administrator)
Corporate Management	Property Management	Property Management	Sports Grounds Bookings	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Property Management	Property Management	Community Hall Bookings	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Resorts / Camps and Occupational Health & Safety	Resorts/Camps	Resorts / Camps general enquiries	2	Tondi Netshimbuphe (Administrator)
Corporate Management	Library Services	Library Services	Library enquiries	2	Tondi Netshimbuphe (Administrator)

9.2 VERVREEMDING VAN VERSKEIE GEDIENSTE ERWE, (PLOT & PLAN) HEUNINGKLOOF BEHUISINGSPROJEK, MELKHOUTFONTEIN

File number / Verwysingsnommer: 17/5/1/2/6

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Behuisingsbeampte – Annelize Mohammed

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om oorweging te skenk aan die vervreemding van verskeie gedienste erwe wat geskep was as deel van die Melkhoutfontein 585, behuisingsprojek.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Betrokke erwe vorm deel van die Hessequa: Melkhoutfontein 585 eenhede Behuisingsprojek wat in 2022 ‘n aanvang geneem het. Tydens die konstruksiefase van die topstrukture kon verskeie potensiële begunstigdes nie kwalifiseer vir ‘n volledige 40m² top struktuur nie as gevolg van hul gesamentlike maandelikse inkomstes wat die R3 500 perk oorskry of eienaarskap in ander projekte het. Geregistreerde eienaar van gemelde erwe is steeds Hessequa munisipaliteit.

Verskeie versoeke is ontvang vanaf die Stilbaai munisipale amptenare asook begunstigdes op die Melkhoutfontein behuisingdatabasis vir die aankoop van ‘n gedienste Erf in die Melkhoutfontein behuisingsprojek. Baie van die amptenare se lewensomstandighede het intussen verander / verbeter sedert die tyd wat hul aansoek gedoen het om op ‘n behuisingswaglys te kom. Hierdie groep van potensiële deelnemers se maandelikse inkomstes laat hul nie toe om ‘n huisverbandlening te bekostig nie of weens ander persoonlike finansiële uitgawes. Baie van dié amptenare het ook familielede wat bouers is en behulpsaam sal wees om ‘n formele struktuur te kan oprig, sou hul kwalifiseer vir die aankoop van ‘n gedienste Erf in die projek. Verskeie navrae is ook vanaf Melkhoutfontein gemeenskap ontvang vir die aankoop van die erwe aangesien moontlike besetting op die oopruimtes kan plaasvind.

Die gedeeltes ter sprake word hieronder aangedui:

Erf no	**Erfgrootte**
Erf 2271	187m²
Erf 2272	201m²
Erf 2273	201m²
Erf 2274	201m²
Erf 2275	193m²
Erf 2276	204m²
Erf 2277	252m²
Erf 2278	252m²
Erf 2279	204m²
Erf 2280	193m²
Erf 2281	201m²
Erf 2282	201m²
Erf 2283	201m²
Erf 2284	201m²
Erf 2285	201m²
Erf 2286	201m²
Erf 2287	204m²
Erf 2288	204m²

Bogemelde eiendomme is geskep, gediens deur Provinsiale befondsing en as residensieel gesoneer. Sou die Munisipaliteit die erwe wil vervreem aan belangstellende persone, is die Provinsiale riglyn dat die minimum verkoopprys, die insetkoste vir die skep van die Erf sal geld. In hierdie geval het die inset kostes R58 000,00 per Erf beloop.

Aangesien die behuisingsnood in Hessequa baie groot is, en daar baie aansoekers in die inkomste kategorie van R 7001 – R 27 000, 00 nie kwalifiseer vir behuising of huisverbande nie, is die idee om die betrokke erwe aan die Stilbaai munisipale amptenare asook ander Melkhoutfontein behuisingwaglys deelnemers wat eerste huiseienaars sal wees, te verkoop wie dit vir residensiële doeleindes kan aanwend. Die verkoop van die betrokke eiendomme sal ook ‘n positiewe impak op die Munisipaliteit se kontantvloei hê.

Die item het op **16 September 2026** gedien by die **Gemeenskapsdienste Portefeulje Komitee** met die volgende uitkoms:

Instruction	Die item moet dien by die UBK en Raad vir goedkeuring. Gebruik die aangehegte item om wysigings te maak. Dankie
Resolved Date	2026-09-16
Resolved	
Portfolio/Ward Committee Meeting Outcome	Referral
Portfolio Committee Meeting Comments	1. Dat die gedienste erwe ter sprake teen die inselkoste van R 58 000.00 per erf vervreem sal word aan die Stilbaai munisipale amptenare wat nie eiendom besit nie 2. Dat die Stilbaai munisipale amptenare voorkeur moet geniet tydens die verkoop van betrokke gedienste erwe. 3. Dat die Provinsiale Departement van Infrastruktuur se subsidie kriteria geld, naamlik 3.1 Moet 'n Suid- Afrikaanse Burger wees of permanente verblyfreg hê. 3.2 Ouer as 18 jaar en wettiglik bevoeg om kontrakte aan te gaan. 3.3 Mag nie voorheen eiendom besit het of 'n Staatsbehuisingsubsidie ontvang het nie 4. Dat die verkoop van die erwe nie op openbare veiling verkoop sal word nie. 5. Dat die voornemo om die eiendomme te vervreem, slegs op die Munisipaliteit se advertensieborde geadverteer word. 6. Dat die eiendomme voetstoots verkoop word. 7. Dat die koper self verantwoordelik is vir alle oordragkostes soos bepaal deur die oordragprokureurs. 8. Dat die item na die Raad verwys word vir goedkeuring.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die **Raadsvergadering** gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

Bestuurder: Eiendomsbestuur

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

RECOMMENDATION / AANBEVELING

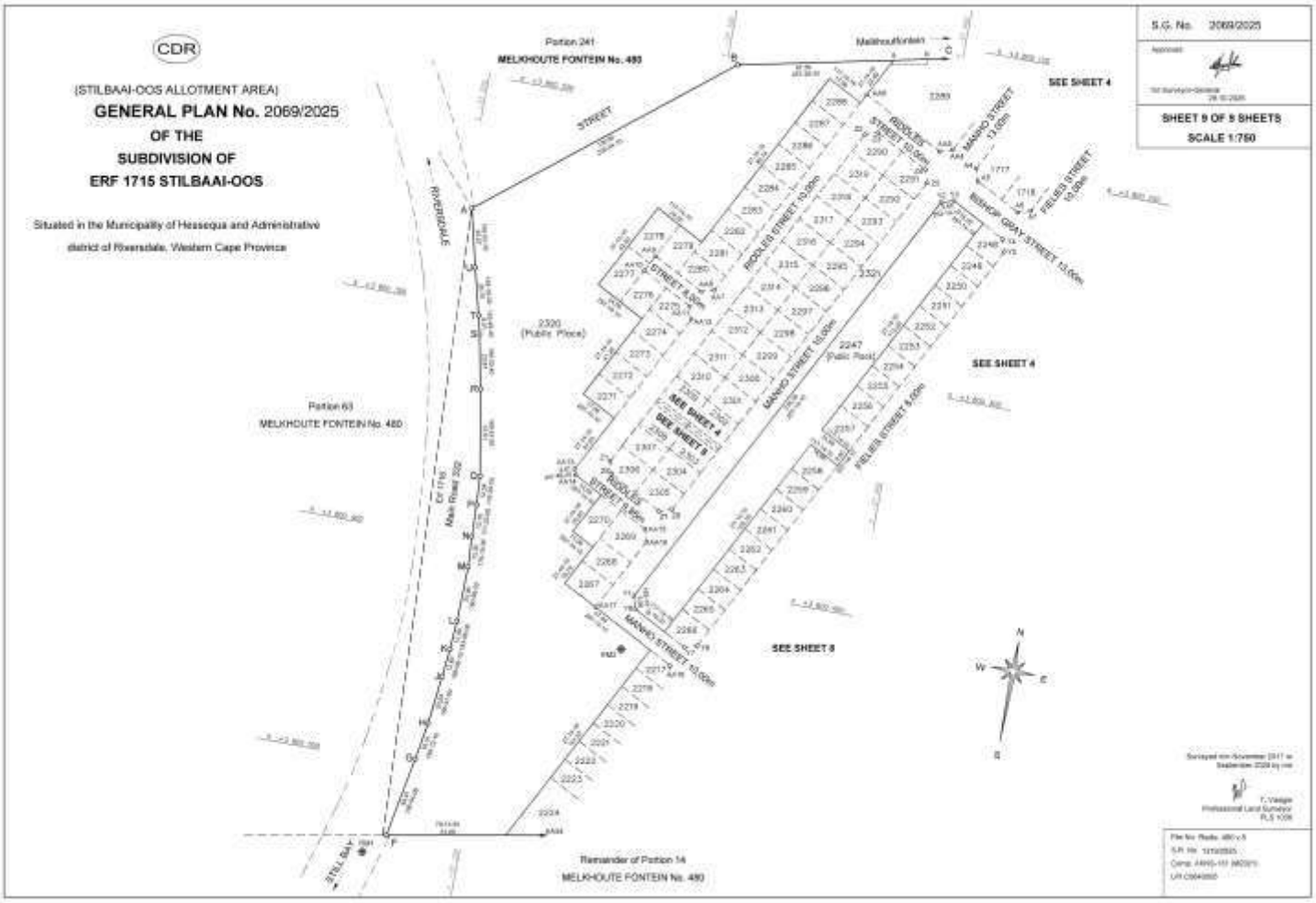
1. Dat die gedienste erwe ter sprake teen die insetkoste van R 58 000,00 per erf vervreem sal word aan die Stilbaai munisipale amptenare wat nie eiendom besit nie.
2. Dat die Stilbaai munisipale amptenare voorkeur moet geniet tydens die verkoop van betrokke gedienste erwe.
3. Dat die Provinsiale Departement van Infrastruktuur se subsidie kriteria geld, naamlik
   - 3.1 Moet ‘n Suid- Afrikaanse Burger wees of permanente verblyfreg hê.
   - 3.2 Ouer as 18 jaar en wettiglik bevoeg om kontrakte aan te gaan.
   - 3.3 Mag nie voorheen eiendom besit het of ‘n Staatsbehuisingsubsidie ontvang het nie
4. Dat die verkoop van die erwe nie op openbare veiling verkoop sal word nie.
5. Dat die voorneme om die eiendomme te vervreem, slegs op die Munisipaliteit se advertensieborde geadverteer word.
6. Dat die eiendomme voetstoots verkoop word.
7. Dat die koper self verantwoordelik is vir alle oordragkostes soos bepaal deur die oordragprokureurs.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur Gemeenskapsdienste: Mnr D Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Algemene Plan - Melkhoutfontein


CDR
(STILBAAI-OOS ALLOTMENT AREA)
GENERAL PLAN No. 2069/2025
OF THE
SUBDIVISION OF
ERF 1715 STILBAAI-OOS
Situated in the Municipality of Hessequa and Administrative district of Riversdale, Western Cape Province
S.G. No. 2069/2025
SHEET 9 OF 9 SHEETS
SCALE 1:750
Portion 241
MELKHOUTE FONTEIN No. 480
Melkhoutfontein
SEE SHEET 4
SEE SHEET 8
Portion 63
MELKHOUTE FONTEIN No. 480
2320
(Public Place)
2247
(Public Place)
RIVERDALE
STILL BAY
Remainder of Portion 14
MELKHOUTE FONTEIN No. 480
RIDDLES STREET 10.00m
MANHO STREET 10.00m
FIELIES STREET 10.00m
BISHOP GRAY STREET 13.00m
STREET 4.00m
STREET 8.00m
N
W
E
S

9.3 ESTABLISHMENT OF THE HESSEQUA RENTAL HOUSING INFORMATION OFFICE (RHIO)

File number / Verwysingsnommer: 17/5/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Director: Community Services – Deon Lewis-Michaels

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to consider the establishment of the Hessequa Rental Housing Information Office (RHIO).

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The municipality was approached by the Western Cape Department of Infrastructure, Directorate: Public Information and Stakeholder Relations during August 2026, regarding the establishment of a Rental Housing Information Office in the Hessequa municipal area. After a virtual meeting the department was requested to facilitate a workshop with Council and senior management. The workshop took place on Wednesday, 2 September 2026 and was facilitated by Mr. Sithembele Tyutula, Complaints Manager: Public Information and Stakeholder Relations, Western Cape Rental Housing Tribunal, Department of Infrastructure.

The Rental Housing Information Office does not replace or create a separate function from that of the Rental Housing Tribunal. Rather, it is intended to serve as an extension of the Tribunal's services at municipal level, thereby improving accessibility to information, advice and assistance relating to rental housing matters.

The establishment of Rental Housing Information Office is provided for in Section 14 of the Rental Housing Act, 1999 (Act 50 of 1999) as attached. The intention is to establish an accessible point within the Municipality where Landlords and Tenants can obtain information and assistance regarding their rights and obligations, as well as guidance on accessing the services of the Rental Housing Tribunal.

The Tribunal will continue to perform its statutory responsibilities, including the investigation of complaints, facilitation of mediation and dispute resolution, conducting hearings and issuing rulings in accordance with the Rental Housing Act. The Rental Housing Information Office will therefore complement these functions by creating an accessible local point of contact and strengthening public awareness of the services available.

A draft Memorandum of Understanding was received by the Department of Infrastructure which sets out the:

1. Obligations of the municipality;
2. Obligations of the department;

3. Duties of Information Officers

3. OBLIGATIONS OF THE MUNICIPALITY

3.1 The Municipality undertakes to:

3.1.1 Subject to the provision of clause 5 of this Agreement, establish a RHIO in its area of jurisdiction, in terms of Section 14 of the Act;

3.1.2 The main functions of the RHIO are outlined in Section 14(3) of the Act, namely, to:

(a) Educate, provide information, and advise tenants and landlords with regard to their rights and obligations in relation to dwellings within its area of jurisdiction;

(b) Provide advice to disputing parties on reaching solutions to problems relating to dwellings;

(c) Refer all the unresolved disputes to the Department's Rental Housing Tribunal for hearing in accordance with the procedure which is more fully set out in clause 6 of this agreement;

(d) Adhere to any request from the Tribunal as stipulated in Section 13(3) of the Act. This section empowers the Tribunal to seek information from Information Officers regarding hearings conducted by the Tribunal related to unfair practices; and

(e) Keep records of enquiries received by the office and submit reports in relation thereto to the Tribunal on a quarterly basis.

3.2 The Municipality is obliged to guarantee the presence of Information Officers within all RHIOs encompassed by its Directorate of Human Settlements.

3.3 It is imperative that the Municipality oversees the reporting of Information Officers to their respective Line Managers, detailing their compliance with the various obligations outlined in this Agreement.

3.4 The Municipality shall strive to enable the Information Officers to diligently carry out their duties as specified in clause 6 of this Agreement.

4. OBLIGATIONS OF THE THE DEPARTMENT: -

4.1 The Department shall provide support to the Municipality in the establishment of rental housing information offices, notably by facilitating the training of Information Officers.

4.2 It is incumbent upon the Department to ensure that the pertinent rental housing information office is furnished with a copy of the award pertaining to all disputes referred to the Tribunal.

4.3 The Department shall oversee the comprehensive implementation (roll-out) of the case management system in all the established rental housing information offices.

4.4 The Department shall duly acknowledge and accept all referrals of unresolved disputes from the Municipality. Furthermore, the Department pledges to engage in the resolution of these referred disputes in strict conformity with the stipulations outlined in clauses 6 and 7 of this Agreement.

5. DUTIES OF THE INFORMATION OFFICERS

5.1 The Municipality shall designate an Information Officer at an established RHIO who shall:-

(a) Advise the tenants and landlords on the manner and procedure for lodging complaints;

(b) Receive and register complaints lodged by the tenants and landlords;

(c) Earnestly strive to facilitate the amicable resolution of disputes between tenants and landlords through informal means;

(d) In instances where disputes persist unresolved in accordance with clause 6.2.3, the Information Officer shall expeditiously refer such matters to mediation, following the precise procedure outlined in clause 7 of this Agreement;

(e) Maintain comprehensive records of all submitted complaints and pertinent statistical data, employing an approach mutually agreed upon by the involved parties; and

(f) Undertake any additional responsibilities as may be assigned by the parties from time to time, ensuring the fulfillment of their duties as outlined in this Agreement.

The Committee is now requested to consider the establishment of a Rental Housing Information Office in the Hessequa municipal area.

The item served at the **Portfolio Committee** on **16 September 2026** with the following outcomes:

Portfolio/Ward Committee Meeting Outcome	Referral
Portfolio/Ward Committee Meeting Comments	1. That the Committee take note of the request from the Western Cape Department of Infrastructure, Directorate: Public Information and Stakeholder Relations, regarding the establishment of a Rental Housing Information Office in the Hessequa municipal area. 2. That the Committee take note of the obligations of the Municipality in terms of the Draft Memorandum of Understanding. 3. That the Committee take note of the obligations of the Department in terms of the Draft Memorandum of Understanding. 4. That the Committee take note of the Duties of the Rental Housing Information Officer in terms of the Draft Memorandum of Understanding. 5. That the Committee take note that no funding and or other resources will be provided by the department to assist and support the functions of the establishment of a Rental Housing Information Office in the Hessequa Municipal Area. 6. That Council consider the request of the Provincial Department of Infrastructure as part of the review of the new organogram and IDP. 7. That the item be referred to Council.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The position must be referred to the new organogram after Council considers the new IDP and organogram.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the item is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted and the recommendation is supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the item is noted and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

The Directorate: Community Services acknowledges the importance of promoting access to information, dispute resolution, and support services relating to rental housing within communities. The objectives of the Rental Housing Act and the establishment of Rental Housing Information Offices are recognized as valuable mechanisms to strengthen the relationship between landlords and tenants and to improve access to housing-related services.

However, the Directorate: Community Services is unable to support the establishment and operation of a Rental Housing Information Office where no additional financial, human, operational, or administrative resources are provided by the Department of Infrastructure.

The Human Settlement Department is currently experiencing significant resource constraints and is already operating with insufficient capacity to effectively fulfil its existing constitutional and legislative mandates. The allocation of existing personnel and financial resources to a new or additional function would adversely impact the Municipality's ability to perform these essential services.

The establishment of a Rental Housing Information Office would impose additional obligations on the Municipality, including but not limited to:

Allocating municipal staff to administer and support the office;

Managing public enquiries and rental housing complaints;

Undertaking recordkeeping and reporting responsibilities;

Providing administrative support, communication services, and stakeholder engagement.

These activities require dedicated funding, trained personnel, equipment, and administrative systems. The Municipality currently lacks the budgetary provision and human resource capacity to absorb these functions without negatively affecting existing service delivery programmes.

Furthermore, the principle that new functions assigned to municipalities should be accompanied by adequate funding and resources is fundamental to sustainable local government administration. The transfer of responsibilities without the necessary financial and institutional support would constitute an unfunded mandate, placing additional pressure on an already constrained municipal budget.

The Directorate: Community Services therefore respectfully submits that the establishment of a Rental Housing Information Office can only be considered where the Department of Infrastructure provides:

Adequate funding for the establishment and ongoing operation of the office;

Dedicated personnel or funding for personnel appointments;

Necessary equipment, systems, and training;

Clear operational guidelines and reporting frameworks; and

Ongoing technical and administrative support from the Department.

Until such time as sufficient resources are made available, the Directorate: Community Services is unable to support the establishment of a Rental Housing Information Office, as doing so would compromise its ability to fulfil existing statutory obligations and maintain acceptable levels of service delivery to the community.

The Directorate: Community Services remains committed to engaging constructively with the Department of Infrastructure and exploring sustainable solutions that will advance the objectives of rental housing support while ensuring that municipal service delivery is not adversely affected.

Recommendation:

It is recommended that the Department of Infrastructure be requested to provide a fully funded implementation plan, including human, financial, and operational resources, before the Municipality considers participation in the establishment of a Rental Housing Information Office.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

The content of the report is noted, and the recommendation by the Director: Community Services in the last paragraph of the item content is supported. The concerns of rising personnel costs remain a risk to liquidity and long-term sustainability of services.

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Human Resources

The Information Centre requires resources and in order to establish a functional and proper facility and service for the community it must be properly funded and resourced. The Municipality can assist with this function provided the human and other resources are provided. To launch a service like this the Tribunal must allocate and provide the resources to make it a success.

The comments from the Director: Community Services, that the Department of Infrastructure be requested to provide a fully funded implementation plan, including human, financial, and operational resources, before the Municipality considers participation in the establishment of a Rental Housing Information Office, is supported.

RECOMMENDATION / AANBEVELING

1. That Council take note of the request from the Western Cape Department of Infrastructure, Directorate: Public Information and Stakeholder Relations, regarding the establishment of a Rental Housing Information Office in the Hessequa municipal area.
2. That Council take note of the obligations of the Municipality in terms of the Draft Memorandum of Understanding.
3. That Council take note of the obligations of the Department in terms of the Draft Memorandum of Understanding.
4. That Council take note of the Duties of the Rental Housing Information Officer in terms of the Draft Memorandum of Understanding.
5. That Council take note that no funding and or other resources will be provided by the department to assist and support the functions of the establishment of a Rental Housing Information Office in the Hessequa Municipal Area.
6. That Council consider the request of the Provincial Department of Infrastructure as part of the review of the new organogram and IDP.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Community Services – Deon Lewis-Michaels

ATTACHMENTS / STAWENDE DOKUMENTE

Rental Housing Tribunal Booklet

Rental Housing Act 50 of 1999

WC Unfair Practice Regulation

Draft Memorandum of Understanding (MOU)

Presentation

Attendance Register dated 2 September 2026

Western Cape Government

Rental Housing TRIBUNAL

MEMORANDUM OF UNDERSTANDING

entered into and between

WESTERN CAPE GOVERNMENT VIA ITS DEPARTMENT OF INFRASTRUCTURE

(herein represented by **Adv. Chantal Smith** in her capacity as Head of Department, duly authorised thereto)

(hereinafter referred to as "the Department")

And

HESSEQUA LOCAL MUNICIPALITY

(herein represented by ..... in his capacity as Municipal Manager, duly authorised thereto)

(hereinafter jointly referred to as "the Parties")

PREAMBLE

WHEREAS the Member of Executive Council has by notice in the *Western Cape Provincial Gazette Extraordinary* number 5822, 1 February 2002, established a Tribunal in the Province of the Western Cape to be known as the Western Cape Rental Housing Tribunal as per Section 7 of the Rental Housing Act, 1999 (Act No 50 of 1999), which is responsible for, amongst others, free resolution of disputes between the landlords and tenants within the Province of the Western Cape;

AND WHEREAS disputes between landlords and tenants often remain unresolved largely due to what some might experience to be an inaccessible and costly legal system;

AND WHEREAS the Municipality's Directorate of Human Settlements is accessible to the landlords and tenants within its jurisdiction and has the relevant infrastructure and resources to render rental housing tribunal services, thereby rendering the Municipality a suitable institution to establish a Rental Housing Information Office ("RHIO") as contemplated by the provisions of Section 14 of the Rental Housing Act, 1999 (Act No 50 of 1999), as amended;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement, Unless the context indicates a contrary intention, an expression which denotes:

1.1.1 Any gender includes the other gender.

1.1.2 A natural person includes a juristic person and vice versa.

1.1.3 The singular includes the plural and vice versa.

1.2 The headings to the paragraphs in this agreement are for reference purposes only and shall not affect the interpretation of any part thereof.

1.3 In this Agreement the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.3.1 **"Agreement"** means this Memorandum of Understanding, together with any other annexures hereto and any amendments to this agreement, executed by the parties in writing, and **"this Agreement"** has a corresponding meaning;

1.3.2 **"Business Days"** means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa and **"Business Days"** shall have a corresponding meaning;

1.3.3 **"Calendar Days"** means ordinary weekdays according to the Gregorian calendar including Saturdays, Sundays, and any other day officially recognised as a public holiday in the Republic of South Africa;

1.3.4 **"Commencement Date"** means the date on of signature of this Memorandum of Understanding by the Party signing last in time;

1.3.5 **"The Department"** means the Western Cape Government via its Department of Infrastructure; situated at ISM Building, 27 Wale Street, Cape Town;

1.3.6 **"Rental Dispute"** means disagreements arising out of a lease agreement between the landlords and tenants which may include amongst others, disagreements on terms and conditions of leases, failure to refund deposits, failure to pay rent, unlawful evictions, failure to do maintenance of leased premises, etc., unless the context indicates otherwise;

1.3.7 **"Landlord"** means the owner of a dwelling situated within the area of jurisdiction of the Municipality and includes his or her duly authorised agent or lawful possessor of the dwelling and where the context indicates, each party hereto in its capacity as landlord;

1.3.8 **"The Municipality"** means Hessequa Local Municipality and "the Directorate Human Settlements" shall have a corresponding meaning;

1.3.9 "**Tenant**" means a lessee of a dwelling situated in the municipality's area of jurisdiction leased to him by the landlord and where the context indicates, includes each party hereto in its capacity as a tenant;

1.3.10 **"The Act"** means the Rental Housing Act, Act No 50 of 1999, as amended, read together with its regulations;

1.3.11 **"Rental Housing Coordinating Committee"** means the committee contemplated in clause 7 of this agreement;

1.3.12 **"Rental Housing Information Offices"** means offices established by the Municipality in terms of clause 5 of this agreement;

1.3.13 "**Tribunal**" means the Western Cape Rental Housing Tribunal established under the Act;

1.3.14 "**Unresolved Disputes**" means disputes between landlords and tenants that remain unresolved by the rental housing information office after mediation.

2. DURATION OF THE AGREEMENT

2.1 This Agreement shall commence on the Commencement Date and shall unless otherwise provided for in this Agreement, continue for an indefinite period, subject to either party's right to cancel the agreement.

2.2 In the event that the parties elect to cancel this Agreement, cancellation is subject to 3 (three) months' written notice.

3. OBLIGATIONS OF THE MUNICIPALITY

3.1 The Municipality undertakes to:

3.1.1 Subject to the provision of clause 5 of this Agreement, establish a RHIO in its area of jurisdiction, in terms of Section 14 of the Act;

3.1.2 The main functions of the RHIO are outlined in Section 14(3) of the Act. namely, to:

(a) Educate, provide information, and advise tenants and

landlords with regard to their rights and obligations in relation to dwellings within its area of jurisdiction;

(b) Provide advice to disputing parties on reaching solutions to problems relating to dwellings;

(c) Refer all the unresolved disputes to the Department's Rental Housing Tribunal for hearing in accordance with the procedure which is more fully set out in clause 6 of this agreement;

(d) Adhere to any request from the Tribunal as stipulated in Section 13(3) of the Act. This section empowers the Tribunal to seek information from Information Officers regarding hearings conducted by the Tribunal related to unfair practices; and

(e) Keep records of enquiries received by the office and submit reports in relation thereto to the Tribunal on a quarterly basis.

3.2 The Municipality is obliged to guarantee the presence of Information Officers within all RHIOs encompassed by its Directorate of Human Settlements.

3.3 It is imperative that the Municipality oversees the reporting of Information Officers to their respective Line Managers, detailing their compliance with the various obligations outlined in this Agreement.

3.4 The Municipality shall strive to enable the Information Officers to diligently carry out their duties as specified in clause 6 of this Agreement.

4. OBLIGATIONS OF THE THE DEPARTMENT: -

4.1 The Department shall provide support to the Municipality in the establishment of rental housing information offices, notably by facilitating the training of Information Officers.

4.2 It is incumbent upon the Department to ensure that the pertinent rental housing information office is furnished with a copy of the award pertaining to all disputes referred to the Tribunal.

4.3 The Department shall oversee the comprehensive implementation (roll-out) of the case management system in all the established rental housing information offices.

4.4 The Department shall duly acknowledge and accept all referrals of unresolved disputes from the Municipality. Furthermore, the Department pledges to engage in the resolution of these referred disputes in strict conformity with the stipulations outlined in clauses 6 and 7 of this Agreement.

5. DUTIES OF THE INFORMATION OFFICERS

5.1 The Municipality shall designate an Information Officer at an established RHIO who shall:-

(a) Advise the tenants and landlords on the manner and procedure for lodging complaints;

(b) Receive and register complaints lodged by the tenants and landlords;

(c) Earnestly strive to facilitate the amicable resolution of disputes between tenants and landlords through informal means;

(d) In instances where disputes persist unresolved in accordance with clause 6.2.3, the Information Officer shall expeditiously refer such matters to mediation, following the precise procedure outlined in clause 7 of this Agreement;

(e) Maintain comprehensive records of all submitted complaints and pertinent statistical data, employing an approach mutually agreed upon by the involved parties; and

(f) Undertake any additional responsibilities as may be assigned by the parties from time to time, ensuring the fulfillment of their duties as outlined in this Agreement.

6. REFERRAL AND INFORMAL RESOLUTION OF DISPUTES

6.1 Either the tenant or landlord shall initiate a formal complaint by submitting the requisite form, accompanied by all pertinent supporting documentation, as stipulated.

6.2 Upon the complaint being lodged, the Municipality shall, through its Information Officer, endeavor to informally resolve the dispute within 7 (seven) business days.

6.3 In the event that the dispute persists unresolved after the initial 7 (seven) business days from the formal complaint submission, the Information Officer shall take proactive steps to initiate mediation within the subsequent 10 (ten) business days. This mediation process shall be meticulously coordinated in collaboration with the Western Cape Rental Housing Tribunal

Secretariat. The arrangement shall encompass, but not be restricted to, the following:

6.3.1 Securing the mediator from the Department;
6.3.2 Coordinating dates and venues for the mediation process; and
6.3.3 Notifying the impacted landlord and tenant.

6.4 Should the dispute remain unresolved through mediation, then the complaint shall be referred to the Tribunal for a hearing through the Department's Rental Housing Tribunal Secretariat.

6.5 Upon receipt of the referred complaint, the Department's Rental Housing Tribunal shall formally acknowledge receipt of the complaint within 7 (seven) business days from the date of receipt of such referral.

6.6 The Department's Rental Housing Tribunal shall ensure that the referred disputes are resolved within 3 (three) calendar months from the date of referral by the Municipality.

7. RENTAL HOUSING COORDINATING COMMITTEE

7.1 The parties shall collaboratively establish a Rental Housing Coordinating Committee, composed of the following key members:

7.1.1 2 (two) Representatives from the Department, at the level of Assistant Director;

7.1.2 2 (two) Representatives from the Directorate of Human Settlements within the Municipality, at the level of Senior Housing Administrator.

7.2 The designation of the Chairperson of the Rental Housing Coordinating Committee shall be appointed by the members representing the Department.

7.3 The primary mandate of the committee shall encompass:

7.3.1 Consider and oversee the implementation of all strategic issues arising out of this agreement;

7.3.2 Ensure that the terms and conditions of this agreement are adhered to by the parties;

7.3.3 Addressing all escalated matters presented to it by the Information Officers;

7.3.4 Resolve any other issues that are critical for the successful and timeous resolution of disputes between parties.

7.4 The convening of the Committee's sessions shall take place on a quarterly basis.

8. MEDIATION

8.1 In the event of a dispute arising between the parties, which they cannot resolve amongst themselves, such dispute shall be referred to mediation and in particular to a single mediator appointed by agreement between the parties. Should the parties be unable to reach an agreement as to the mediator within a period of 14 (fourteen) business days, or should the agreed mediator be unable to bring the parties to an amicable resolution of the dispute, then either party may elect to cancel the Agreement in accordance with clause 2.2 of this Agreement.

8.2 Reference to mediation in clause 8.1 is confined to mediation of disputes between the parties arising out of the conditions of this Agreement and does not in any way refer to mediation in the context of resolution of landlord and tenant disputes as prescribed in the Act.

9. WAIVER

9.1. No waiver of any terms and conditions of this Agreement shall be binding unless expressed in writing and signed by the Party giving same, and any waiver shall be effective only in the specific instance and for the purpose given.

9.2. No failure or delay on the part of either Party in exercising a right, power, or privilege precludes any other or further exercising thereof or the exercising of any other right, power, or privilege.

9.3. No indulgence, leniency, or extension of time which any Party may grant or show the other Party shall in any way prejudice the Grantor or preclude the Grantor from exercising any of its rights in terms of this Agreement.

10. ENTIRE AGREEMENT

10.1 This Agreement constitutes the entire agreement between the Parties and no amendment, alteration, addition, or variation of any right, term, or condition of this Agreement will be of any force or effect unless reduced to writing and signed by the Parties.

10.2 The Parties agree that there are no conditions, variations, or representations, whether oral or written and whether expressed or implied or otherwise, other than those contained in this Agreement.

10.3 Save as otherwise herein provided, neither this Agreement nor any part, share, or interest therein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred without the prior written consent of the other Party.

11. NON-BINDING MOU

11.1 This agreement is being signed by the Parties to evidence their in principle non–binding intentions.

11.2 The Parties acknowledge that no legally binding obligations are intended to arise between them as a result of the signing of this document.

11.3 Binding obligations are only intended to arise upon signing by the parties of a formal written agreement. Any action taken by any party in anticipation of approvals will be at the sole risk of that Party.

12. NOTICES AND DOMICILIA

12.1 The parties select as their respective *domicilia citandi et executandi* for the purpose of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:

THE DEPARTMENT:

The Accounting Officer

Department of Infrastructure

Rental Housing Tribunal

9 Dorp Street

Cape Town

8001

E-mail: Chantal.Smith@westerncape.gov.za

THE MUNICIPALITY:

The Municipal Manager

Hessequa Local Municipality

Address:……..

……..

12.2 All notices to be given in terms of this Agreement shall be given in writing and be delivered or sent by electronic mail to the Party's chosen *domicilium citandi et executandi.*

12.3 If delivered by hand, a notice shall be presumed to have been received on the date of delivery, or, if sent by e-mail, be presumed to have been received 48 (forty- eight) hours after time of transmission.

12.4 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from the other Party shall be adequate written notice of communication to such Party.

SIGNED AT_____ON THIS_____ DAY OF_____2025.

_____

THE DEPARTMENT

(Signed by **Adv. Chantal Smith**, on behalf of the Department, in her capacity as **Head of Department**, duly authorised thereto)

AS WITNESSES:

_____	_____
Signature	Name in capital letters
_____	_____
Signature	Name in capital letters

SIGNED AT_____ON THIS_____ DAY OF_____2025.

_____

THE MUNICIPALITY

(Signed by ....., on behalf of the Municipality, in his capacity as **Municipal Manager**, duly authorised thereto)

AS WITNESSES:

_____	_____
Signature	Name in capital letters
_____	_____
Signature	Name in capital letters

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REPUBLIC OF SOUTH AFRICA

GOVERNMENT GAZETTE

STAATSKOERANT

VAN DIE REPUBLIEK VAN SUID-AFRIKA

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OFFICE OF THE PRESIDENCY

No. 1506. 15 December 1999

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

No. 50 of 1999: Rental Housing Act, 1999.

KANTOOR VAN DIE PRESIDENSIE

No. 1506. 15 Desember 1999

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

No. 50 van 1999: Wet op Huurbehuising, 999

(English text signed by the President.)
(Assented to 9 December 1999.)

ACT

To define the responsibility of Government in respect of rental housing property; to create mechanisms to promote the provision of rental housing property; to promote access to adequate housing through creating mechanisms to ensure the proper functioning of the rental housing market; to make provision for the establishment of Rental Housing Tribunals; to define the functions, powers and duties of such Tribunals; to lay down general principles governing conflict resolution in the rental housing sector; to provide for the facilitation of sound relations between tenants and landlords and for this purpose to lay down general requirements relating to leases; to repeal the Rent Control Act, 1976; and to provide for matters connected therewith.

PREAMBLE

WHEREAS in terms of section *26* of the Constitution of the Republic of South Africa, 1996 everyone has the right to have access to adequate housing;

AND WHEREAS the state must take reasonable legislative and other measures, within its available resources. to achieve the progressive realisation of this right;

AND WHEREAS no one may be evicted from their home. or have their home demolished, without an order of court made after considering all the relevant circumstances.

AND WHEREAS no legislation may permit arbitrary evictions;

AND WHEREAS rental housing is a key component of the housing sector;

AND WHEREAS there is a need to promote the provision of rental housing;

AND WHEREAS there is a need to balance the rights of tenants and landlords and to create mechanisms to protect both tenants and landlords against unfair practices and exploitation:

AND WHEREAS there is a need to introduce mechanisms through which conflicts between tenants and landlords can be resolved speedily at minimum cost to the parties;

BE IT THEREFORE ENACTED by the Parliament of the Republic of South Africa. as follows:—

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CHAPTER I

INTRODUCTORY PROVISIONS

Definitions

1. In this Act, unless the context otherwise indicates—

"dwelling", includes any house, hostel room, hut, shack, flat, apartment, room, outbuilding, garage or similar structure which is leased, as well as any storeroom, outbuilding. garage or demarcated parking space which is leased as part of the lease;

"financial institution.' means a bank as defined in the Banks Act, 1990 (Act No. 94 of 1 990);

"head of department" means the officer in charge of a department of the provincial government responsible for housing in the province;

"House Rules" means the rules in relation to the control, management, administration, use and enjoyment of the rental housing property;

"landlord" means the owner of a dwelling which is leased and includes his or her duly authorised agent or a person who is in lawful possession of a dwelling and has the right to lease or sub-lease it;

"lease" means an agreement of lease concluded between a tenant and a landlord in respect of a dwelling for housing purposes;

"MEC" means the member of the Executive Council of a province responsible for housing matters;
"Minister.' means the Minister of Housing;
"periodic lease" means a lease for an undetermined period, subject to notice of termination by either party; 5
"prescribed" means prescribed by regulation by the MEC, by notice in the *Gazette*;
"regulation" means a regulation made in terms of section 15;
'rental housing property" includes one or more dwellings;
"Rental Housing Information Office" means an office established by a local authority in terms of section 14 (1); 10
"tenant" means the lessee of a dwelling which is leased by a landlord;
"this Act" includes any regulation;
"Tribunal" means a Rental Housing Tribunal established under section 7;
"unfair practice.' means a practice prescribed as a practice unreasonably prejudicing the rights or interests of a tenant or a landlord. 15

CHAPTER 2

PROMOTION OF RENTAL HOUSING PROPERTY

Responsibility of Government to promote rental housing

2. (l) Government must—
(a) promote a stable and growing market that progressively meets the latent demand for affordable rental housing among persons historically disadvantaged by unfair discrimination and poor persons, by the introduction of incentives, mechanisms and other measures that— 20
(i) improve conditions in the rental housing market;
(ii) encourage investment in urban and rural areas that are in need of revitalisation and resuscitation; and 25
(iii) correct distorted patterns of residential settlement by initiating, promoting and facilitating new development in or the redevelopment of affected areas;
(b) facilitate the provision of rental housing in partnership with the private sector. 30
(2) Measures introduced in terms of subsection (1) must—
(a) optimise the use of existing urban and rural municipal and transport infrastructure;
(b) redress and inhibit urban fragmentation or sprawl;
(c) promote higher residential densities in existing urban areas as well as in areas of new or consolidated urban growth; and 35
(d) mobilise and enhance existing public and private capacity and expertise in the administration or management of rental housing.
(3) National Government must introduce a policy framework, including norms and standards, on rental housing to give effect to subsection (1). 40
(4) Provincial and local governments must pursue the objects of subsection (1) within the national policy framework on rents] housing referred to in subsection (3), and within the context of broader national housing policy in a balanced and equitable manner and must accord rental housing particular attention in the execution of functions, the exercise of powers and the performance of duties and responsibilities in relation to housing development. 45

Measures to increase provision of rental housing property

3. (1) The Minister may introduce a rental subsidy housing programme, as a national housing programme, as contemplated in section 3(4)(g) of the Housing Act, 1997 (Act No. 107 of 1997), or other assistance measures, to stimulate the supply of rental housing property for low income persons. 50

(2) Parliament may annually appropriate to the South African Housing Fund an amount to finance such a programme.

(3) A separate account of income and expenditure in respect of such programme must be kept.

(4) Section 12(1)*(b)* of the Housing Act, 1997 (Act No. 107 of 1997), does not apply to any amount appropriated by Parliament for purposes of such programme.

CHAPTER 3

RELATIONS BETWEEN TENANTS AND LANDLORDS

General provisions

4. (1) In advertising a dwelling for purposes of leasing it, or in negotiating a lease with a prospective tenant, or during the term of a lease, a landlord may not unfairly discriminate against such prospective tenant or tenants, or the members of such tenant's household or the *bona fide* visitors of such tenant, on one or more grounds, including race, gender, sex, pregnancy, marital status, sexual orientation, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, language and birth.

(2) A tenant has the right, during the lease period, to privacy, and the landlord may only exercise his or her right of inspection in a reasonable manner after reasonable notice to the tenant.

(3) The tenant's rights as against the landlord include his or her right not to have—

(a) his or her person or home searched;

(b) his or her property searched;

(c) his or her possessions seized, except in terms of law of general application and having first obtained an order of court; or

(d) the privacy of his or her communications infringed.

(4) The rights set out in subsection (3) apply equally to members of the tenant's household and to *bona fide* visitors of the tenant.

(5) The landlord's rights against the tenant include his or her right to—

(a) prompt and regular payment of a rental or any charges that may be payable in terms of a lease;

(b) recover unpaid rental or any other amount that is due and payable after obtaining a ruling by the Tribunal or an order of a court of law;

(c) terminate the lease in respect of rental housing property on grounds that do not constitute an unfair practice and are specified in the lease;

(d) on termination of a lease to—

(i) receive the rental housing property in a good state of repair, save for fair wear and tear; and

(ii) repossess rental housing property having first obtained an order of court; and

(e) claim compensation for damage to the rental housing property or any other improvements on the land on which the dwelling is situated, if any, caused by the tenant, a member of the tenant's household or a visitor of the tenant.

Provisions pertaining to leases

5. (1) A lease between a tenant and a landlord, subject to subsection (2), need not be in writing or be subject to the provisions of the Formalities in Respect of Leases of Land Act, 1969 (Act No. 18 of 1969).

(2) A landlord must, if requested thereto by a tenant, reduce the lease to writing.

(3) A lease will be deemed to include terms, enforceable in a competent court, to the effect that—

(a) the landlord must furnish the tenant with a written receipt for all payments received by the landlord from the tenant;

(b) such receipt must be dated and clearly indicate the address, including the street number and further description, if necessary, of a dwelling in respect of which payment is made, and whether payment has been made for rental, arrears, deposit or otherwise, and specify the period for which payment is made;

(c) the landlord may require a tenant, before moving into the dwelling, to pay a deposit which, at the time, may not exceed an amount equivalent to an amount specified in the agreement or otherwise agreed to between the parties;

(d) the deposit contemplated in paragraph (c)must be invested by the landlord in an interest-bearing account with a financial institution and the landlord must subject to paragraph *(g)* pay the tenant interest at the rate applicable to such account which may not be less than the rate applicable to a savings account with a financial institution, and the tenant may during the period of the lease request the landlord to provide him or her with written proof in respect of interest accrued on such deposit, and the landlord must provide such proof on request: Provided that where the landlord is a registered estate agent as provided for in the Estate Agency Affairs Act, 1976 (Act No. 112 of 1976), the deposit and any interest thereon shall be dealt with in accordance with the provisions of that Act;

(e) the tenant and the landlord must jointly, before the tenant moves into the dwelling, inspect the dwelling to ascertain the existence or not of any defects or damage therein with a view to determining the landlord 's responsibility for rectifying any defects or damage or with a view to registering such defects or damage, as provided for in subsection (7);

(f) at the expiration of the lease the landlord and tenant must arrange a joint inspection of the dwelling at a mutually convenient time to take place within a period of three days prior to such expiration with a view to ascertaining if there was any damage caused to the dwelling during the tenant's occupation thereof;

(g) on the expiration of the lease, the landlord may apply such deposit and interest towards the payment of all amounts for which the tenant is liable under the said lease, including the reasonable cost of repairing damage to the dwelling during the lease period and the cost of replacing lost keys and the balance of the deposit and interest, if any, must then be refunded to the tenant by the landlord not later than 14 days of restoration of the dwelling to the landlord;

(h) the relevant receipts which indicate the costs which the landlord incurred, as contemplated in paragraph (g), must be available to the tenant for inspection as proof of such costs incurred by the landlord;

(i) should no amounts be due and owing to the landlord in terms of the lease, the deposit, together with the accrued interest in respect thereof, must be refunded by the landlord to the tenant, without any deduction or set-off, within seven days of expiration of the lease;

(j) failure by the landlord to inspect the dwelling in the presence of the tenant as contemplated in paragraphs *(e)* or *(f)* is deemed to be an acknowledgement by the landlord that the dwelling is in a good and proper state of repair, and the landlord will have no further claim against the tenant who must then be refunded, in terms of this subsection, the full deposit plus interest by the landlord;

(k) should the tenant fail to respond to the landlords request for an inspection as contemplated in paragraph *(f)*, the landlord must, on expiration of the lease, inspect the dwelling within seven days from such expiration in order to assess any damages or loss which occurred during the tenancy;

(l) the landlord may in the circumstances contemplated in paragraph *(k)*, without detracting from any other right or remedy of the landlord, deduct from the tenant's deposit and interest the reasonable cost of repairing damage to the dwelling and the cost of replacing lost keys;

(*m*) the balance of the deposit and interest, if any, after deduction of the amounts contemplated in paragraph (*l*), must be refunded to the tenant by the landlord not later than 21 days after expiration of the lease;

(*n*) the relevant receipts which indicate the costs which the landlord incurred, as contemplated in paragraph (1), must be available to the tenant for inspection as proof of such costs incurred by the landlord; and

(*o*) should the tenant vacate the dwelling before expiration of the lease, without notice to the landlord, the lease is deemed to have expired on the date that the landlord established that the tenant had vacated the dwelling but in such event the landlord retains all his or her rights arising from the tenant's breach of the lease.

(4) The standard provisions referred to in subsection (3) may not be waived by the tenant or the landlord.

(5) If on the expiration of the lease the tenant remains in the dwelling with the express or tacit consent of the landlord, the parties are deemed, in the absence of a further written lease, to have entered into a periodic lease, on the same terms and conditions as the expired lease, except that at least one month's written notice must be given of the intention by either party to terminate the lease.

(6) A lease contemplated in subsection (2) must include the following information:

(*a*) The names of the tenant and the landlord and their addresses in the Republic for purposes of formal communication;

(*b*) the description of the dwelling which is the subject of the lease;

(*c*) the amount of rental of the dwelling and reasonable escalation, if any, to be paid in terms of the lease;

(*d*) if rentals are not paid on a monthly basis, then the frequency of rental payments;

(*e*) the amount of the deposit, if any;

(*f*) the lease period, or, if there is no lease period determined, the notice period requested for termination of the lease;

(*g*) obligations of the tenant and the landlord, which must not detract from the provisions of subsection (3) or the regulations relating to unfair practice;

(*h*) the amount of the rental, and any other charges payable in addition to the rental in respect of the property.

(7) A list of defects registered "in terms of subsection (3)(*e*) must be attached as an annexure to the lease as contemplated in subsection (2).

(8) A copy of any House Rules applicable to a dwelling must be attached as an annexure to the lease.

(9) A landlord must ensure that the provisions of subsections (6), (7) and (8) are complied with.

CHAPTER 4

RENTAL HOUSING TRIBUNAL

Application of Chapter

6. Unless a province has, before or after the commencement of this Act, enacted legislation providing for matters dealt with in this Chapter, this Chapter will apply to such province.

Establishment of Rental Housing Tribunals

7. The MEC may by notice in the *Gazette* establish a tribunal in the Province to be known as the Rental Housing Tribunal.

Functions of Tribunal

8. The Tribunal must fulfil the duties imposed upon it in terms of this Chapter, and must do all things necessary to ensure that the objectives of this Chapter are achieved,

Composition of Tribunal

9. (1) The Tribunal consists of not less than three and not more than five members, who are fit and proper persons appointed by the MEC, and must comprise—

(a) a chairperson, who is suitably qualified and has the necessary expertise and exposure to rental housing matters: 5

(b) not less than two and not more than four members, of whom—

(i) at least one and not more than two shall be persons with expertise in property management or housing development matters; and

(ii) at least one and not more than two shall be persons with expertise in consumer matters pertaining to rental housing or housing development matters: 10

(c) a deputy chairperson, appointed by the MEC from the members referred to in paragraph *(b)* of this subsection.

(2) The chairperson and members of the Tribunal must be appointed only after—

(a) the MEC has through the media and by notice in the *Gazette* invited nominations of persons as candidates for the respective positions on the Tribunal; and 15

(b) the MEC has consulted with the relevant standing or portfolio committee of the Provincial Legislature which is responsible for housing matters in the province. 20

(3) The MEC may appoint two persons to serve as alternate members of the Tribunal in the absence of any member referred to in paragraph *(b)* of subsection (1) but such persons must have the relevant expertise contemplated in paragraph *(b)* of subsection (1).

(4) Any appointment in terms of subsection (1) or (3) must be for a period not exceeding three years but a person whose term of office as a member has expired may be reappointed by the MEC for an additional period not exceeding three years. 25

(5) *(a)* Any vacancy in the office of a member of the Tribunal must, within one month of such vacancy occurring, be filled by the MEC appointing another member under subsection (1) or (3). 30

(b) Any member so appointed holds office for the unexpired portion of the predecessor's term of office.

(6) The MEC may at any time for reasons which are just and fair remove from office any member appointed under subsection (1) or (3) and appoint another person to the vacancy resulting therefrom in accordance with subsection (5). 35

(7) A member or an alternate member of the Tribunal other than a person who is in the full-time employment of the State or an organ of state, must be appointed on the conditions of service determined by the MEC with the approval of the Member of the Executive Council responsible for provincial expenditure in the relevant province.

(8) Conditions of service so determined may differ according to whether the person concerned is appointed on a full-time or part-time basis, 40

(9) Members of the Tribunal must be reimbursed by the head of department out of funds appropriated in terms of section 12(1) in respect of reasonable expenditure incurred in the exercise of their duties under this Act.

Meetings of Tribunal 45

10. (1) The Tribunal will sit on such days and during such hours and at such place as the chairperson of the Tribunal may determine.

(2) Meetings of the Tribunal must be held or resumed at such times and places throughout the area of a Province as the chairperson may at any time determine.

(3) A local authority may, at the request and at no cost to the Tribunal, make a venue available for meetings of the Tribunal. 50

(4) Meetings of the Tribunal must be convened for the consideration of—

(a) any complaint referred to the Tribunal in terms of section 13;

(b) any other matter which the Tribunal may or must consider in terms of this Act.

(5) The quorum of any meeting of the Tribunal is three members, of which at least two members must be appointed in terms of section 9(1)(b)(i) and (ii), respectively. 55

(6) All decisions of the Tribunal, subject to subsection (7), must be taken by consensus.

(7) Where consensus cannot be reached by the Tribunal, the decision of a majority of the members of the Tribunal must be the decision of the Tribunal.

(8) In the event of an equality of votes on any matter, the person presiding at the meeting of the Tribunal will have a casting vote in addition to that persons deliberate\'e vote.

(9) A member or any alternate member of the Tribunal must not attend or take part in the discussions of or decision-making on any matter before the Tribunal in which he or she or his or her spouse, or his or her relative within the second degree of affinity, or his or her partner or his or her employer, other than the State, or the partner or the employer of his or her spouse, has any direct or indirect pecuniary interest.

(10) Minutes of the proceedings of the Tribunal must be kept and retained at the offices of the Tribunal.

(11) No decision taken by the Tribunal will be invalid merely by reason of a vacancy in the Tribunal or of the fact that any person not entitled to sit as a member of the Tribunal, sat as such a member at the time when the decision was taken, if the decision was taken by the majority of the members of the Tribunal present at the time and who were entitled to sit as members of the Tribunal.

(1 2) Any person may, in the prescribed manner, obtain copies of minutes contemplated in subsection (10) against payment of a prescribed fee.

Staff

11. (1) The staff required for the proper performance of the Tribunal 's functions and the administration of this Act, must be appointed subject to the laws governing the Public Service.

(2) The staff contemplated in subsection (1) may include inspectors, technical advisers, mediators and administrative support staff.

(3) Any person appointed in terms of subsection (1) must be provided with a certificate of appointment signed by or on behalf of the head of department.

(4) The Tribunal may, subject to such conditions as it may determine, delegate any powers conferred on it other than a power under section 13(2)*(d)*, (3), (4) and (5) to a member of the Tribunal or a person appointed in terms of subsection (1) but any such delegation will not preclude the Tribunal from exercising any such delegated powers itself, and the Tribunal may set aside or amend any decision of the delegate made in the exercise of such powers.

Funding of and reporting on activities of Tribunal

12. (1) The activities of the Tribunal must be funded from moneys appropriated by the Provincial Legislature.

(2) The head of department is the accounting officer in respect of moneys appropriated in terms of subsection (1).

(3) An annual report on the activities of the Tribunal must be submitted by the chairperson of the Tribunal to the MEC as soon as possible after, but within four months of 31 March in each year.

(4) The MEC may require the Tribunal to submit additional reports to him or her as the MEC may require from time to time.

(5) Any report referred to in subsection (3) must be tabled in the Provincial Legislature within 30 days after receipt thereof by the MEC if the Provincial Legislature is in ordinary session, or if the Provincial Legislature is then not in ordinary session, within 30 days of the commencement of the next ensuing ordinary session.

Complaints

13. (1) Any tenant or landlord or group of tenants or landlords or interest group may in the prescribed manner lodge a complaint with the Tribunal concerning an unfair practice.

(2) Once a complaint has been lodged with the Tribunal. the Tribunal must, if it appears that there is a dispute in respect of a matter which may constitute an unfair practice—

(a) list particulars of the dwelling to which the complaint refers in the register referred to in subsection (8);

(b) through its staff conduct such preliminary investigations as may be necessary to determine whether the complaint relates to a dispute in respect of a matter which may constitute an unfair practice;

(c) where the Tribunal is of the view that there is a dispute contemplated in paragraph *(b)* and that such dispute may be resolved through mediation, appoint a mediator, which may be a member of the Tribunal, a member of staff or any person deemed fit and proper by the Tribunal, with a view to resolving the dispute:

(d) where the Tribunal is of the view that the dispute is of such a nature that it cannot be resolved through mediation or where a mediator contemplated in paragraph *(c)* has issued a certificate to the effect that the parties are unable to resolve the dispute through mediation, conduct a hearing and, subject to this section, make such a ruling as it may consider just and fair in the circumstances.

(3) For purposes of a hearing contemplated in paragraph *(d)* of subsection (2), the Tribunal may—

(a) require any Rental Housing Information Office to submit reports concerning inquiries and complaints received, as well as on any other matters concerning the administration of this Act within the area of jurisdiction of that office;

(b) require any inspector to appear before the Tribunal to give evidence, to provide information, or to produce any report or other document concerning inspections conducted which may have a bearing on any complaint received by the Tribunal;

(c) require any Rental Housing Information Office to advise the Tribunal on any matter concerning a dwelling or concerning a complaint received from any landlord or any tenant within the area of jurisdiction of that office;

(d) summon any tenant or landlord or any other person who, in the Tribunal's opinion may be able to give evidence relevant to a complaint, to appear before the Tribunal;

(e) summon arty person who may reasonably be able to give information of material importance concerning a complaint or who has in such persons possession or custody or under such person's control any book, document or object to attend its proceedings and to produce any book, document, or object in his or her possession or custody or under his or her control, to give evidence or to provide information under his or her control;

(f) call upon and administer an oath to, or accept an affirmation from, any person present at the meeting in terms of paragraph *(a)*, *(b)* or (c), or who has been summoned in terms of paragraph *(d)* or (e).

(4) Where a Tribunal. at the conclusion of a hearing in terms of paragraph *(d)* of subsection (2) is of the view that an unfair practice exists, it may—

(a) rule that any person must comply with a provision of the regulations relating to unfair practices:

(b) where it would appear that the provisions of any law have been or are being contravened. refer such matter for an investigation to the relevant competent body or local authority:

(c) make any other ruling that is just and fair to terminate any unfair practice. including, without detracting from the generality of the aforegoing, a ruling to discontinue_

(i) overcrowding;

(ii) unacceptable living conditions;

(iii) exploitative rentals; or

(iv) lack of maintenance.

(5) A ruling contemplated in subsection (4) may include a determination regarding the amount of rental payable by a tenant, but such determination must be made in a manner that is just and equitable to both tenant and landlord and takes due cognisance of—

(a) prevailing economic conditions of supply and demand;

(b) the need for a realistic return on investment for investors in rental housing; and

(c) incentives, mechanisms, norms and standards and other measures introduced by the Minister in terms of the policy framework on rental housing referred to in section 2(3). 5

(6) When acting in terms of subsection (4), the Tribunal must have regard to—

(a) the regulations in respect of unfair practices;

(b) the common law to the extent that any particular matter is not specifically addressed in the regulations or a lease;

(c) the provisions of any lease to the extent that it does not constitute an unfair practice; 10

(d) national housing policy and national housing programmed; and

(e) the need to resolve matters in a practicable and equitable manner.

(7) As from the date of any complaint having been lodged-with the Tribunal, until the Tribunal has made a ruling on the matter or a period of three months has elapsed, whichever is the earlier— 15

(a) the landlord may not evict any tenant, subject to paragraph *(b)*;

(b) the tenant must continue to pay the rental payable in respect of that dwelling as applicable prior to the complaint or, if there has been an escalation prior to such complaint, the amount payable immediately prior to such escalation; and 20

(c) the landlord must effect necessary maintenance.

(8) The Tribunal must keep a register of complaints received and complaints resolved with such details as may be prescribed and quarterly provide the local authority in whose jurisdictions dwellings are situated in respect of which complaints have been received with a list of complaints received and complaints resolved in such format as may be prescribed. 25

(9) As from the date of the establishment of a Tribunal as contemplated in section 7, any dispute in respect of an unfair practice, must be determined by the Tribunal unless proceedings have already been instituted in any other court.

(10) Nothing herein contained precludes any person from approaching a competent court for urgent relief under circumstances where he or she would have been able to do so were it not for this Act, or to institute proceedings for the normal recovery of arrear rental, or for eviction in the absence of a dispute regarding an unfair practice. 30

(11) A magistrate's court may, where proceedings before the court relate to a dispute regarding an unfair practice as contemplated in this Act, at any time refer such matter to the Tribunal. 35

(12) The Tribunal may—

(a) make a ruling as to costs as may be just and equitable; and

(b) where a mediation agreement has been concluded pursuant to section 13(2)*(c)*, make such an agreement a ruling of the Tribunal. 40

(13) A ruling by the Tribunal is deemed to be an order of a magistrate's court in terms of the Magistrates' Court Act, 1944 (Act No. 32 of 1944).

Information Offices

14. (1) A local authority may establish a Rental Housing Information Office to advise tenants and landlords in regard to their rights and obligations in relation to dwellings within the area of such local authority's area of jurisdiction. 45

(2) A local authority may, subject to the laws governing the appointment of local government officials appoint officials to carry out any duties pertaining to such Rental Housing Information Office.

(3) The functions of a Rental Housing Information Office are to— 50

(a) educate, provide information and advise tenants and landlords with regard to their rights and obligations in relation to dwellings within its area of jurisdiction;

(b) provide advice to disputing panics on reaching solutions to problems relating to dwellings; 55

(c) refer parties to the Tribunal;

(d) comply with any request of the Tribunal in terms of section 13; and

(e) keep records of enquiries received by the office and to submit reports in relation thereto to the Tribunal on a quarterly basis.

Regulations

15. (1) The MEC may, after consultation with the relevant standing or portfolio committee of the Provincial Legislature responsible for housing matters in the province, by notice in the *Gazette*, make regulations relating to—

(a) anything which may or must be prescribed under Chapter 4;

(b) the procedures and manner in which the proceedings of the Tribunal must be conducted;

(c) the forms and certificates to be used;

(d) the notices to be given by the Tribunal in the performance of its functions, powers and duties;

(e) the functions, powers and duties of inspectors for the purpose of carrying out the provisions of this Act;

(f) unfair practices, which, amongst other things may relate to—

(i) the changing of locks;

(ii) deposits;

(iii) damage to property;

(iv) demolitions and conversions;

(v) eviction;

(vi) forced entry and obstruction of entry;

(vii) House Rules, subject to the provisions of the Sectional Titles Act, 1986 (Act No. 95 of 1986), where applicable;

(viii) intimidation;

(ix) issuing of receipts;

(x) tenants committees;

(xi) municipal services;

(xii) nuisances;

(xiii) overcrowding and health matters;

(xiv) tenant activities;

(xv) maintenance;

(xvi) reconstruction or refurbishment work; or

(g) anything which is necessary to prescribe in order to achieve the purposes of this Act.

(2) At least one month prior to the publication of any regulations contemplated in subsection (1), the MEC must by notice in the *Gazette* set out the MEC's intention to publish regulations in the form of a Schedule forming part of such notice setting out the proposed regulations, and inviting interested persons to comment on the said regulations or make any representations which they may wish to make in regard thereto.

CHAPTER 5

GENERAL PROVISIONS

Offences and penalties

16. Any person who—

(a) fails to comply with sections 4 or 5(2) or (9);

(b) has been duly summonsed under section 13 and who fails, without sufficient cause—

(i) to attend at the time and place specified in the summons; or

(ii) to remain in attendance until excused by the Tribunal from further attendance;

(c) has been called upon, in terms of section 13(3)*(f)* and who refuses to be sworn or to make an affirmation as a witness;

(d) fails, without sufficient cause—

(i) to answer fully and satisfactorily any question lawfully put to any such person in terms of section 13(3);

(ii) to produce any book, document or object in any such person's possession or custody or under any such person's control which any such person was required to produce in terms of section 13(3)*(e)*;

(e) with intent to deceive the Tribunal, produces before the Tribunal any false, untrue, fabricated or falsified book or document;

(f) wilfully furnishes the Tribunal with information, or makes a statement before the Tribunal, which is false or misleading;

(g) fails to comply with any ruling of the Tribunal in terms of section 13(4); 5

(h) fails to comply with a request of the Tribunal in terms of section 13(3)*(a)*(*b*) or *(c)*; or

(i) contravenes any regulation,

will be guilty of an offence and liable on conviction to a fine or imprisonment not exceeding two years or to both such fine and such imprisonment. 10

Review

17. Without prejudice to the constitutional right of arty person to gain access to a court of law, the proceedings of a Tribunal may be brought under review before the High Court within its area of jurisdiction.

Repeal and amendment of laws 15

18. The laws specified in the Schedule are repealed or amended to the extent indicated in that Schedule.

Savings

19. (1) Despite section 18—

(a) **a tenant** of controlled premises as defined in section 1 of the Rent Control Act, 20 1976 (Act No. 80 of 1976), may not be evicted or caused to vacate the premises—

(i) unless the tenant has committed a breach of lease, or

(ii) except under the circumstances and in the manner contemplated in section 28 of that Act, and 25

(b) the rent of such premises may not be increased by more than ten per cent per annum,

for a period of three years commencing on the date of commencement of this Act.

(2) During the period of three years referred to in subsection (1) the Minister must—

(a) monitor and assess the impact of the application of that subsection on poor and 30 vulnerable tenants; and

(b) take such action as he or she deems necessary to alleviate hardship that may be suffered by such tenants.

(3) For purposes of subsection (2) the Minister may define criteria based on age, income or any other form or degree of vulnerability that apply to such tenant or group 35 of tenants and amend or augment the policy framework on rental housing, referred to in section 2(3), by introducing a special national housing programme to cater for the needs of affected tenants that comply with the criteria defined in terms of this subsection.

Short title and commencement

20. (1) This Act is called the Rental Housing Act, 1999, and comes into operation on 40 a date determined by the President by proclamation in the *Gazette*.

(2) In applying subsection (1) different sections of the Act may come into effect on different dates and different dates may be determined for different provinces.

Schedule

LAWS REPEALED OR AMENDED BY SECTION 18

No. and year of law	Short title	Extent of amendment or repeal
Act No. 80 of 1976	Rent Control Act, 1976	The whole
Act No. 23 of 1989	Rent Control Amendment Act, 1989	The whole
Act No. 132 of 1993	General Law Fourth Amendment Act, 1993	Section 26
Act No. 95 of 1986	Sectional Titles Act, 1986	Section 53
Act No 95 of 1986	Sectional Titles Act, 1986	Section 10 (1) by the deletion of the words: "or, in the case of a unit which is controlled premises referred to in the Rent Control Act, 1976 (Act No. 80 of 1976), and is subject to the provisions of that Act, within a period of 365 days, of the date of offer, or has, on the expiration of any such applicable period, not accepted the offer"

Western Cape Government
FOR YOU

Rental Housing TRIBUNAL
WESTERN CAPE

Making living conditions in the Western Cape better
FOR YOU

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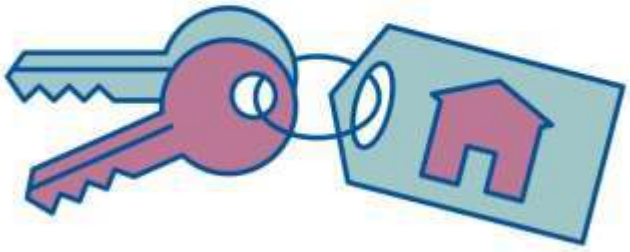

WHO IS THE RENTAL HOUSING TRIBUNAL?

The Rental Housing Tribunal (RHT) was established in 2001 and provides a free service on residential rental matters between land-owners or their agents and tenants.

The Tribunal is comprised of five members (including a chair and vice chairperson) appointed by the Western Cape Provincial Minister of Human Settlements, who each have expertise in property management, housing development and consumer matters pertaining to rental housing.

The Tribunal is assisted by the support component of the Department of Human Settlements.

The Tribunal seeks to:

- Harmonise relationships between landlords and tenants in the rental housing sector;
- Resolve disputes that arise due to unfair practices;
- Inform landlords and tenants about their rights and obligations in terms of the Rental Housing Act;
- Make recommendations to relevant stakeholders.

WHAT ARE THE GOALS OF TRIBUNAL?

- To promote stability in the rental housing sector in the Western Cape;
- To create mechanisms to deal with disputes in the rental housing sector;
- To facilitate, investigate, mediate and conduct hearings to resolve disputes;
- To inform landlords and tenants of their rights and obligations should unfair and unlawful practices arise.

WHAT ISSUES DO THE TRIBUNAL DEAL WITH?

- Failure to adequately maintain the rental property;
- Unlawful repossession of property and unlawful evictions;
- Failure to accept notice and to vacate the premises;
- Unlawful notices to vacate;
- Unilateral changes to lease agreements;
- Failure to provide monthly statements or issue receipts;
- Unlawful seizure of possessions;
- Failure to provide municipal services

WHO MAY LODGE A COMPLAINT WITH THE TRIBUNAL?

A tenant or landlord (or group of tenants or landlords) or any person or group with a vested interest in the property concerned may lodge a complaint with the RHT.

WHAT DOES IT COST?

The RHT provides a free service to landlords and tenants and you can represent yourself.

HOW TO LODGE A COMPLAINT?

	• Download the complaint forms on the human settlement website.
	• Complete the form and submit together with all annexures and a copy of your lease agreement to RHT. Disputes@westerncape.gov.za
	• Fax the documents to 021 483 3313
	• Drop off your forms at the ISM Building, 27 Wale Street in Cape Town

WHAT HAPPENS TO MY COMPLAINT AFTER THIS?

- After submission your complaint is screened to see if there is an Unfair practice in terms of the Regulation 9(1)(e) and Regulation 9(2)(f)
- Your complaint goes via the administrative process and a reference number is allocated to your complaint and thereafter it is referred to a case manager
- A Case Officer will be assigned to your case and will contact you regarding your complaint.

HOW IS MY COMPLAINT HANDLED?

- Once a complaint is lodged a preliminary investigation will be conducted to determine whether the complaint relates to a dispute in respect of a matter which may constitute an unfair practice.
- The complaint/investigation may take up to 90 days to be finalized as prescribed in the Rental Housing Act 50/1999.
- It is the responsibility of the complainant to provide the Rental Housing Tribunal with any information or copies of any documents that may help the investigation of a complaint.
- If the complaint does relate to such a dispute, the Tribunal will try to resolve the matter by means of informal or formal mediation.
- If the parties are unable to reach an agreement, the case will be referred for a ruling at a formal hearing.

WHAT IS MEDIATION?

Mediation is a safe, informal and confidential meeting in which people are encouraged to resolve disputes via meetings with a mediator. The trained and impartial mediator will assist with all parties coming to an agreement. The parties will decide whqt will be in the mediation agreement and not the mediators. An agreement may be made an order of the court by the Tribunal.

WHAT IS A HEARING?

A hearing is a process whereby parties state their case, with supporting evidence in order for the Tribunal to make a ruling which is final and binding for all parties. Proceedings of the Tribunal can only be brought under review before the High Court.

WHAT HAPPENS WHEN PARTIES DO NOT ADHERE TO AN RHT RULING?

A decision by the Tribunal is regarded as an order of the Magistrate's court. Any person who fails to comply with the Tribunal's ruling will be guilty of an offense and will be fined or imprisoned for a period not exceeding two years, or both such fine and imprisonment.

Examples are:

- Examples are Conviction to pay a fine without sufficient cause;
- Refuses to go under oath;
- Refuses to make available any document in his/her ownership;
- Intends to betray the Tribunal; or makes false statements that violate any rule of law.

WHAT ARE THE RIGHTS OF A TENANT?

- Not have his/her person or residence searched
- Not have his/her property searched
- Not have his/her possessions seized without an order of the court
- Privacy of communication

WHAT ARE THE RIGHTS OF A LANDLORD?

- Prompt and regular payment
- Recover debt after a court order has been obtained
- Terminate a lease on grounds not deemed unfair and as specified in the lease agreement
- Upon termination of a lease, receive the property back in good state and repossess the property after a court order has been obtained
- Claim compensation for damages/improvements

EVICTION PROCESS

There are many factors that may lead to a Landlord's decision to evict a tenant, such as causing major damage to the property, staying on the property after the lease has expired and continuously breaking rules of the contract and late or no payment of rent money.

To find out if your tenant is in breach of contract, check your agreement. There should be a clause saying what constitutes a breach of contract (for example, not paying the rent on time) and what your rights would be in such a case.

There are a number of laws within South Africa that govern rental agreements, including the Rental Housing Act (Act 50 of 1999), Law of Contract, common law, Consumer Protection Act (CPA) and the Constitution.

However, evicting such tenants is not a simple process. There are certain do's and don'ts dictated by law that all landlords should be aware of in following the correct procedure and having their tenants removed from the property for good.

CAN THE TRIBUNAL ASSIST ME WITH EVICTING A TENANT OR WITH AN EVICTION ORDER.

No, The Rental Housing Tribunal does not have powers to grant evictions orders. Should the Tenant fail or refuse to vacate, the Landlord, through a lawyer, may apply for an Eviction Order in terms of The Prevention Of Illegal Eviction From And Unlawful Occupation Of Land Act 19 Of 1998 at the Magistrate Court.

DO LANDLORDS HAVE THE RIGHT TO REFUSE RESIDENCE BECAUSE OF PERSON'S NATIONALITY?

A landlord may not unfairly discriminate against prospective tenants on race, gender, sex, pregnancy, marital status, sexual orientation, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, language and birth.

WHAT IS I HAVE A COMPLAINT RELATING TO THE GENERAL MANAGEMENT OF THE COMPLEX AND NON-ADHERENCE OF BODY COOPERATE RULES.

Community Schemes Ombud Service Act, 2011 was established to deal with community schemes or arrangement where there is shared use of and responsibility for parts of land and buildings including:

- Sectional titles development schemes
- Share block companies
- Home or property owners associations
- Housing schemes for retired persons
- Housing co-operatives

COMMUNITY SERVICE OMBUDSMAN SERVICE CONTACT DETAILS

Provincial Ombud: Eastern; Northen & Western Cape Regional Office
8th Floor Constitution House, Adderley Street, Cape Town
T: +27 (010) 593 0533 F: (010) 590 6154 | C: 079 874 2421
E: maletsatsi.wotini@csos.org.za
www.csos.org.za Fraud Hotline 0800 701 701

NOTES

NOTES

Department of Infrastructure
Private Bag X9083
27 Wale Street
Cape Town 8000

Contact Centre: 0860 106 166
Please Call Me: 079 769 1207
SMS: Help to 31022

For all general enquiries
E-mail: rht.enquiries@westerncape.gov.za

For dispute related enquiries
Submit all complaint forms, annexures and a copy of your lease agreement to: E-mail: rht.disputes@westerncape.gov.za
Telephone: 021 483 5020 / 6495 / 3283
Fax: 021 483 3313

RHT ONLINE complaint registration link:
https://westerncapegov.custhelp.com/

George Satellite Office
York Park Building, 2nd Floor
Cnr. York & Progress Street, George
Tel: 044 813 2850

Western Cape Government
FOR YOU

RENTAL HOUSING TRIBUNAL WORKSHOP
COUNCIL CHAMBERS RIVERSDAL
02 SEPTEMBER 2026

NO	NAME & SURNAME	EMAIL ADDRESS	CONTACT NUMBER	ORGANISATION	SIGNATURE
1	Annete v.d. Merwe	annete@hessequa.	0829260124	Hessequa Munic.	
2	Johannes Hartnick	jhartnick@hessequa	0735331015	" "	
3	Sithembele Tyulula	Sithembele.Tyulula@westerncape.gov.za	0837323211	Rental Housing Tribunal	
4	NATHAN ADCIAANSE	NATHAN.ADCIAANSE@WESTERNCAPE.GOV.ZA	0832631720	DOI	
5	Gerard Goliath	gerard@hessequa.gov.za	028 713 8010	Hessequa LM	
6	Cyprian Duthie	cyprian@hessequa.gov.za	0610770609	Hessequa Municipality	
7	ALBERT DE KLERK	MM@hessequa.gov.za	0827718861	"	
8	Sonja le Roux	sonjalr@hessequa.gov.za	0658307378	Hessequa Mun Ward 9	
9	Renee Davids	renee@hessequa.gov.za	0810626287	Hessequa Mun Ward 1	
10	Jobeth Hoogbaard.	jobeth@hessequa.gov.za	0780063403	Hessequa Municipality	
11	HENDRIK SAAYMAN	hendrik@hessequa.gov.za	0621606362.	HESS-Mun	
12	Bibek van Niekerk	bibek@hessequa.gov.za	0720187611	MMC TECH	
13	Ben Sujith	mayofficer@hessequa.gov.za	028 713 8034	Municipality	
14	Gerald Boersma	mayccomm@hessequa.gov.za	028 713 8032	Hessequa. Municipality	
15	GRANT RINDNES	MAYOR@HESSEQUA.GOV.ZA	028 713 8011	" "	

RENTAL HOUSING TRIBUNAL WORKSHOP
COUNCIL CHAMBERS RIVERSDAL
02 SEPTEMBER 2026

16	Kinius ecl Berg	speaker@hessequa.gov.za	0723745200	Speaker Hessequa	
17	Annelize Mohamed	annelizem@hessequa.gov.za	0739406995	Hess Mun	
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WESTERN CAPE RENTAL HOUSING TRIBUNAL OVERVIEW PRESENTATION

Hessequa Local Municipality

2 September 2026

1

LEGISLATIVE FRAMEWORK

The Constitution of the Republic of South Africa, 1996 (Act 108/1996)

The Rental Housing Act, 1999 (Act 50/1999) as amended

The Unfair Practices Regulations and the Procedural and Staff Duties Regulations published in terms of Act 50/1999

Sectional Titles Act, 95 of 1986

Social Housing Act, No 16 of 2008

Sectional Titles Schemes Management Act, 8 of 2011

Community Schemes Ombud Service Act, 9 of 2011

The Prevention of Illegal Eviction from and Unlawful Occupation of Land Act, 1998 Act No 19 of 1998)

The Consumer Protection Act 2008 (Act No 68 of 2008)

Law of Contract

Precedent case law

CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA

Constitution of the Republic of South Africa, 1996

- The Constitution provides a new interpretive context for understanding South African rental housing law.
- **Section 26 (1)** of the Constitution provides that everyone has the right to have access to adequate housing.
- **Section 26 (2)** requires the state to take reasonable legislative and other measures, within its available resources, to achieve the progressive realization of this right.
- **Section 26 (3)** provides that no one may be evicted from their home, or have their home demolished, without an order of court made after considering all the relevant circumstances. No legislation may permit arbitrary evictions.
- **Section 34** gives everyone the right to have any dispute decided in a fair, public hearing before a court or **Independent tribunal** or forum.
- In terms of the preamble, the Constitution is the driving force that is to create a society based on democratic values, social justice and fundamental human rights. The Constitution also aims to improve the quality of life of all citizens and free the potential of each person.
- This means that the Constitution is an instrument of reconstruction and transformation. For the poor and illiterate sectors of society, the legitimacy of the new constitutional order is inextricably linked to socio-economic rights.

ROLES OF THE THREE SPHERES OF GOVERNMENT

Local Government

On a local government level, there is no tribunal body. However, there are Rental Housing Information Offices (RHIOs). RHIOs are established in terms of Section 14 (1) of the Rental Housing Act, 1999.

Provincial Government

The Rental Housing Tribunal sits and executes its mandate at provincial level (ie receiving and resolution of complaints & carrying marketing/outreach programs).

National government

Is responsible for introducing and implementing:

- The governance framework to standardize and prescribe norms and standards for all the Tribunals
- Develop and fund programs to train Tribunal members and the support staff of the Tribunals.

4

WHAT IS RENTAL HOUSING TRIBUNAL

The Rental Housing Tribunal (RHT)is:

- A body established by Provincial Member of the Executive Council (MEC) responsible for Human Settlements.

- Established each of the provinces, in terms of Section 7 of the Rental Housing Act (Act no 50 of 1999) (RSA, 1999).

It is a free services for Tenants and Landlords.

The RHT sits at provincial level.

National government sets norms and standards.

It provides mechanisms to resolve disputes & build positive relationships between Tenants and Landlords.

MAIN OBJECTIVES

- Promote stability in the rental housing sector.
- Create mechanisms to deal with disputes in the rental housing sector.
- Facilitate, investigate, mediate, and conduct hearings to resolve disputes.
- Inform landlords and tenants of their rights and obligations should an unfair and unlawful act occur that contravenes any legislation.

COMPOSITION OF THE RENTAL HOUSING TRIBUNAL

Tribunal Members

Appointed in terms of the Rental Housing Act

- Chairperson
- Deputy Chairperson
- 3 Ordinary Members
- 2 Alternate Members

Support Staff

Appointed in terms of the Public Service Act

- Case Officers
- Managers
- Mediators
- Inspectors
- Administrative Officers and Clerks

7

TYPE OF COMPLAINTS

WHO CAN LODGE A COMPLANT WITH RHT

- Any Tenant or Landlord (Citizen or Non-Citizen)
- An Estate Agent with a mandate.
- Any legal entity with the resolution (company).
- Any interest group.

HOW TO LODGE A COMPLAINT

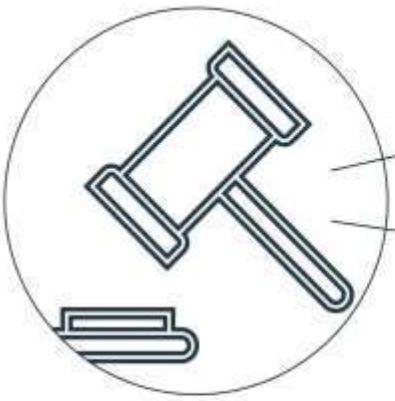
COMPLAINT PROCESS OVERVIEW

Complaint Administration
Register Complaints
Pre-Screening
File Complaints

Case Management
Preliminary Investigations
Mediations
Inspections

Hearing
Summons Parties
Hear the matter
Make ruling

NATURE OF A RULING OF THE TRIBUNAL



Tribunal rulings are deemed to be an order of the Magistrate Court

Tribunal rulings cannot be appealed but can be taken on review at the High Court

ESTABLISHMENT OF RENTAL HOUSING INFORMATION OFFICES

Section 14(1) of the Act provides the following

1. A local authority **may** establish a Rental Housing Information Office to advise tenants and landlords in regard to their rights and obligations in relation to dwellings within the area of such local authority's area of jurisdiction.

2. A local authority may, subject to the laws governing the appointment of local government officials, appoint officials to carry out any duties pertaining to such Rental Housing Information Office

PURPOSE OF THE RHIOS

Educate	Educate, provide information and advice to tenants and landowners about their rights and obligations in relation to dwellings within its area of jurisdiction.
Provide	Provide advice to disputing parties on reaching solutions to problems relating to dwellings.
Refer	Refer parties to tribunal.
Comply	Comply with any request of the tribunal in terms of section 13.
Keep	Keep records of enquiries received by the office and submit reports in relation thereto to the Tribunal on a quarterly basis

RHIO'S FINANCIAL IMPLICATIONS AND RESOURCES

- It is not necessary for the local municipality to set up a separate information office.
- Each municipality may have to determine their cost implications.
- The municipality is not obliged to appoint someone independently for this role.
- It can be an additional task and responsibility for someone already in the specific municipality
- RHIO officials will be trained and taught their responsibilities
- Provincial government has a responsibility to assist and support all local municipalities to make RHIO functional.

CONTACT DETAILS

Contact details for enquiries

Contact Centre: 0860 106 166
Please Call Me: 079 769 1207
SMS: Help to 31022

For all general enquiries

E-mail: rht.enquiries@westerncape.gov.za

For dispute related enquiries

Submit all complaint forms, annexures and a copy of your lease agreement to
E-mail: rht.disputes@westerncape.gov.za
Telephone: 021 483 5020 / 6495 / 3283
Fax: 021 483 3313

WEBSITE
https://www.westerncape.gov.za/dept/human-settlements

Monday to Friday from 07:30 – 15:00

P.N. 22/2002 1 February 2002

PROVINCE OF THE WESTERN CAPE

DEPARTMENT OF PLANNING, LOCAL GOVERNMENT AND HOUSING

RENTAL HOUSING ACT, 1999
(Act 50 of 1999)

UNFAIR PRACTICES REGULATIONS

I, N. E. Hangana, Minister of Housing in the Province of Western Cape, acting in terms of section 15(1)(f) of the Rental Housing Act, 1999 (Act 50 of 1999), make the regulations set out in the Schedule to this notice.

SCHEDULE

UNFAIR PRACTICES REGULATIONS

Definitions

1. In these regulations, unless the context otherwise indicates —

"services" means the provision of water, electricity, gas services and refuse removal;

"the Act" means the Rental Housing Act, 1999 (Act 50 of 1999);

"Tribunal" means the Rental Housing Tribunal established in terms of section 7 of the Act, and

any expression or word defined in the Act when used in these regulations has the meaning assigned thereto by the relevant definition.

Unfair practice

2. A failure to comply with these regulations constitutes an unfair practice contemplated in the definition thereof in section 1 of the Act.

Changing of locks

3. (1) A landlord or tenant may not change any locks providing access to the dwelling concerned —

(a) unless it is necessary due to fair wear and tear or other reasonable causes;

(b) without reasonable notice of the proposed change to the other party; and

(c) unless duplicate keys are provided to the other party immediately upon such change of locks;

provided that the aforegoing provision does not apply in the case of an emergency; provided further that a party changing locks must as soon as possible advise the other party and supply the necessary duplicate keys.

Conditions and maintenance

4. (1) A landlord must —

(a) let a dwelling which at the commencement of the lease is —

(i) in a condition reasonably fit for the purpose for which it is let; and

(ii) in a condition which does not contravene the provisions of the Act, these regulations, any ordinance, health or safety regulation or any other law.

(b) keep and maintain the dwelling in compliance with all ordinances, health or safety regulations or any other law;

(c) during the term of the lease provide all services agreed to in the lease;

(d) effect repairs for which the landlord is responsible in terms of the lease, and as identified during inspections by the landlord, or on receipt of a notice from a tenant requesting such repairs, except that if the lease makes provision to the contrary, the landlord is not liable for repairs if the tenant, a member of his or her household or a bona fide visitor brought about the state of disrepair; and

(e) effect repairs as soon as is reasonably possible having regard to the nature of the repairs but not later than 30 days of the inspection or the receipt of the notice contemplated by paragraph (d) or such further period as may be agreed to between the landlord and the tenant.

Reconstruction, refurbishment, conversion or demolition

5. (1) A landlord may only —

(a) request a tenant to vacate the dwelling if any repairs, conversions or refurbishments are urgently necessary and cannot be properly made while the tenant remains in occupation; or

(b) cancel the lease and repossess the dwelling, without being liable for damages in terms of the lease, the Act, these regulations or any other law, in circumstances where the dwelling is in a derelict condition or cannot safely be inhabited and must as a result thereof be rebuilt, reconstructed or demolished.

(2) In the circumstances contemplated by subregulation (1)(a), the landlord must —

(a) allow the tenant remission of rental for the period during which the tenant is not in occupation;

(b) effect the repairs, conversion or refurbishment within a reasonable time so as to cause the tenant as little inconvenience as possible; and

(c) ensure that the tenant is able to return to the dwelling as soon as possible after the completion of the repairs, conversion or refurbishment.

(3) Where the repairs, conversion or refurbishment are necessary only to a part of the dwelling and the tenant continues to occupy the remaining part, the tenant must receive a remission in rental, the amount of which must be proportionate to the extent of the tenant's deprivation.

(4) When requested by the landlord to vacate the dwelling for the purposes of urgent and necessary repairs, conversions or refurbishments, the tenant may not cancel the lease unless —

(a) the temporary unfitness of the dwelling would be ruinous to the tenant; or

(b) the repairs, conversion or refurbishment could reasonably have been foreseen by the landlord at the time when the lease was entered into.

Entry

6. (1) A landlord may only enter a dwelling on reasonable notice to the tenant —

(a) to inspect the dwelling;

(b) to make repairs to the dwelling;

(c) to show the dwelling to a prospective tenant, purchaser, mortgagee or its agents;

(d) to inspect the dwelling for damages as contemplated in regulation 5(2) or upon notification by the landlord or the tenant of the intention to terminate the lease;

(e) if the dwelling appears to be abandoned by the tenant; or

(f) pursuant to a court order.

(2) A tenant must allow a landlord to enter a dwelling for the purposes or in the circumstances set out in subregulation (1), provided that such entry is carried out at reasonable times.

Receipts

7. A landlord must furnish a tenant with a written receipt for all payments made by the tenant to the landlord, in the manner prescribed in section 5(3)(a) and (b) of the Act.

Municipal services

8. (1) A landlord who is obliged by law or in terms of the express or implied terms of the lease to provide services to a tenant, must —

(a) provide such services;

(b) not charge a tenant for more than the exact services consumed in the tenant's dwelling if such dwelling is separately metered; and

(c) not fail to comply with any regulation, by-law or any other law regarding the amount to be charged to a tenant for services, if any, if the dwelling concerned is not separately metered for services.

(2) A landlord may not interrupt the supply of electricity or gas services except in the following circumstances —

(a) where there is an emergency;

(b) to do maintenance, repairs or renovations, and reasonable notice has been given to the tenant, but the services must be resumed as soon as the maintenance, repairs or renovations are completed; or

(c) where the tenant is in arrears with the payment of the fees for such services and fails to pay the arrears within 7 days of receipt of a notice from the landlord to do so.

(3) If a dwelling is separately metered for services and payment must be made directly to the landlord, the landlord must provide the tenant with a monthly statement which must contain at least the following information —

(a) the names of both the landlord and the tenant as well as the physical address of the dwelling;

(b) the name, address and telephone number of each service provider;

(c) the previous and current months meter readings;

(d) the actual consumption for each service and the amounts charged therefor;

(e) the total payment due;

(f) the date of the next meter reading for each service; and

(g) the amount of any arrears.

General provisions

9. (1) A landlord may not —

(a) intimidate, discriminate or retaliate against a tenant for exercising any right under the Act, these regulations or any other law;

(b) preclude a tenant from establishing or being a member of a tenants committee or any similar body;

(c) make a false representation regarding the official nature of any document or refuse to accept any notice lawfully presented or sent by the tenant;

(d) engage in oppressive or unconscionable conduct towards the tenant;

(e) fail to comply with the Tribunal complaint procedures or any agreement concluded with the Tribunal or with the tenant through the Tribunal's complaint procedures;

(f) conduct any activity which unreasonably interferes with or limits the rights of the tenant or which is expressly prohibited under the lease, the Act and these regulations, any ordinance, health or safety regulations or any other law; or

(g) induce a person to waive his or her rights under the Act, these regulations or any other law, or to withdraw from proceedings before the Tribunal.

(2) A tenant may not —

(a) cede his or her rights, assign his or her obligations or sublet the dwelling or any part thereof to any other person without the written consent of the landlord;

(b) allow more than the maximum number of persons specified by the landlord to reside in the dwelling;

(c) intimidate, discriminate or retaliate against a landlord for exercising any right under the Act, these regulations or any other law;

(d) make a false representation regarding the official nature of any document or refuse to accept any notice lawfully presented or sent by the landlord;

(e) engage in oppressive or unconscionable conduct towards the landlord;

(f) fail to comply with the Tribunal complaint procedures or any agreement concluded with the Tribunal or with the landlord through the Tribunal's complaint procedures;

(g) conduct any activity which unreasonably interferes with or limits the rights of other tenants or which is expressly prohibited under the lease, the Act and these regulations, any ordinance, health and safety regulations or any other law;

(h) cause or permit any nuisance upon the dwelling; or

(i) induce the landlord to waive his or her rights under the Act, these regulations or any other law, or to withdraw from proceedings before the Tribunal.

Short title and commencement

10. These regulations are called the Rental Housing Unfair Practices Regulations, Western Cape, 2002.

P.K. 22/2002 1 Februarie 2002

PROVINSIE WES-KAAP

DEPARTEMENT VAN BEPLANNING, PLAASLIKE BESTUUR EN BEHUISING

WET OP HUURBEHUISING, 1999
(Wet 50 van 1999)

REGULASIES OP ONBILLIKE PRAKTYKE

Ek, N. E. Hangana, Minister van Behuising in die Provinsie Wes-Kaap vaardig kragtens artikel 15(1)(f) van die Wet op Huurbehuising, 1999 (Wet 50 van 1999), die regulasies op onbillike praktyke in die Bylae uit.

BYLAE

REGULASIES OP ONBILLIKE PRAKTYKE

Woordomskrywing

1. In hierdie regulasies, tensy dit uit die samehang anders blyk, beteken —

"dienste" die voorsiening van water-, elektrisiteit- en gasdienste en die verwydering van vullis;

"die Wet" die Wet op Huurbehuising, 1999 (Wet 50 van 1999);

"Tribunaal" die Huurbehuisingtribunaal ingestel kragtens artikel 7 van die Wet, en

enige uitdrukking of woord wat in die Wet omskryf is, het die betekenis wat aldus daaraan geheg is wanneer dit in hierdie regulasies gebruik word.

Onbillike praktyk

2. Nie-nakoming van hierdie regulasies maak 'n onbillike praktyk uit soos bedoel in die omskrywing daarvan in artikel 1 van die Wet.

Verandering van slotte

3. (1) Die verhuurder of die huurder mag geen slotte wat toegang tot die betrokke woning verleen, verander nie —

(a) tensy dit nodig is as gevolg van slytasie of ander redelike oorsake;

(b) sonder redelike kennisgewing van die voorgestelde verandering aan die ander party; en

(c) tensy duplikaatsleutels onmiddellik na sodanige verandering van slotte aan die ander party verskaf word;

met dien verstande dat die voorgaande bepaling nie in 'n noodgeval geld nie; voorts met dien verstande dat 'n party wat die slotte verander so gou as moontlik die ander party in kennis moet stel en die nodige duplikaatsleutels moet voorsien.

Voorwaardes en instandhouding

4. (1) 'n Verhuurder moet —

(a) 'n woning verhuur wat by die aanvang van die huurkontrak —

(i) in 'n toestand is wat redelikerwys geskik is vir die doel waarvoor dit verhuur word; en

(ii) in 'n toestand is wat nie die bepalings van die Wet, hierdie regulasies, enige verordening, gesondheids- of veiligheidsregulasie of enige ander wet oortree nie;

(b) die woning in ooreenstemming met alle ordonnansies, gesondheids- of veiligheidsregulasies of enige ander wet hou en in stand hou;

(c) gedurende die termyn van die huurkontrak alle dienste verskaf waarop daar in die huurkontrak ooreengekom is;

(d) herstelwerk doen waarvoor die verhuurder ingevolge die huurkontrak verantwoordelik is en soos geïdentifiseer tydens inspeksies deur die verhuurder, of by ontvangs van 'n kennisgewing van 'n huurder wat sodanige herstelwerk versoek, behalwe dat tensy die huurkontrak vir die teendeel voorsiening maak, die verhuurder nie vir herstelwerk aanspreeklik is nie indien die huurder, 'n lid van sy of haar huishouding of 'n bona fide-besoeker die swak toestand teweeg gebring het; en

(e) herstelwerk doen so gou dit redelikerwys moontlik is met inagneming van die aard van die herstelwerk, maar hoogstens 30 dae na die inspeksie of ontvangs van die kennisgewing by paragraaf (d) bedoel of sodanige verdere tydperk as waarop daar tussen die huurder en die verhuurder ooreengekom word.

Herbouing, opknapwerk, ombouing of sloping

5. (1) 'n Verhuurder kan —

(a) 'n huurder versoek om die woning te ontruim slegs indien enige herstelwerk, ombouing of opknapwerk dringend noodsaaklik is en nie behoorlik gedoen kan word terwyl die huurder die woning okkupeer nie; of

(b) die huurkontrak beëindig en die woning terugneem, sonder om ingevolge die huurkontrak, die Wet, hierdie regulasies of enige ander

wet aanspreeklik te wees vir skadevergoeding, slegs in omstandighede waar die woning in 'n bouvallige toestand is of nie met veiligheid bewoon kan word nie en as gevolg daarvan herbou of gesloop moet word.

(2) In die omstandighede by subregulasie (1)(a) beoog, moet die verhuurder—

(a) die huurder kwytskeld van huurgeld vir die tydperk waartydens die huurder die woning nie okkupeer nie;

(b) die herstelwerk, ombouing of opknapwerk binne 'n redelike tyd doen ten einde vir die huurder so min ongerief as moontlik te veroorsaak; en

(c) seker maak dat die huurder na die woning kan terugkeer so gou moontlik na voltooiing van die herstelwerk, ombouing of opknapwerk.

(3) Waar die herstelwerk, ombouing of opknapwerk aan net 'n deel van die woning nodig is en die huurder voortgaan om die oorblywende deel te okkupeer, moet die huurder se huurgeld verminder word, en die bedrag moet in ooreenstemming wees met die omvang van die deel waarvan die huurder ontneem is.

(4) Wanneer die huurder deur die verhuurder versoek is om die woning te ontruim vir die doel van dringende en noodsaaklike herstelwerk, ombouing of opknapwerk, mag die huurder die huurkontrak nie beëindig nie tensy —

(a) die tydelike ongeskiktheid van die woning vir die huurder onbekostigbaar sal wees; of

(b) die herstelwerk, ombouing of opknapwerk redelikerwys deur die verhuurder voorsien kon gewees het toe die huurkontrak aangegaan is.

Toegang

6. (1) 'n Verhuurder mag 'n woning met redelike kennisgewing betree slegs —

(a) om die woning te inspekteer;

(b) om herstelwerk aan die woning te doen;

(c) om die woning aan 'n voornemende huurder, koper, verbandhouer of sy of haar agente te toon;

(d) om die woning te inspekteer vir skade soos bedoel in regulasie 5(2) of by kennisgewing deur die verhuurder of die huurder van die voorneme om die huurkontrak op te sê;

(e) indien die woning skynbaar deur die huurder verlaat is; of

(f) ingevolge 'n hofbevel.

(2) 'n Huurder moet 'n verhuurder toelaat om 'n woning te betree vir die doeleindes in subregulasie (1) uiteengesit op voorwaarde dat sodanige betreding op redelike tye geskied.

Kwitansies

7. 'n Verhuurder moet 'n huurder voorsien van 'n skriftelike kwitansie vir alle betalings deur die huurder aan die verhuurder gedoen, op die wyse in artikel 5(3)(a) en (b) van die Wet voorgeskryf.

Munisipale dienste

8. (1) 'n Verhuurder wat regtens of ingevolge die uitdruklike of geïmpliseerde bepalings van die huurkontrak verplig is om dienste aan 'n huurder te voorsien —

(a) moet sodanige dienste voorsien;

(b) moet die huurder nie meer laat betaal nie as vir die presiese dienste wat in die huurder se woning verbruik is, indien sodanige woning afsonderlik gemeter word; en

(c) moet nie versuim om enige regulasie, verordening of enige ander wet na te kom nie met betrekking tot die bedrag wat van 'n huurder gevra moet word vir dienste, indien wel, indien 'n woning nie afsonderlik vir dienste gemeter word nie.

(2) 'n Verhuurder kan nie die verskaffing van elektrisiteits- of gasdienste onderbreek nie, behalwe in die volgende omstandighede:

(a) in 'n noodgeval;

(b) om instandhouding, herstelwerk of opknapwerk te doen en daar redelike kennis aan die huurder gegee is, maar die dienste moet so gou moontlik na die afhandeling van die instandhouding, herstelwerk of opknapwerk hervat word; of

(c) waar die huurder agterstallig is met die betaling van gelde vir sodanige dienste en in gebreke bly om dit te betaal binne 7 dae na ontvangs van 'n kennisgewing van die verhuurder om die gelde te betaal.

(3) Indien 'n woning afsonderlik vir dienste gemeter word en betaling regstreeks aan die verhuurder gedoen moet word, moet die verhuurder die huurder voorsien van 'n maandelikse staat wat minstens die volgende inligting moet bevat:

(a) die name van sowel die verhuurder as die huurder, asook die fisiese adres van die woning;

(b) die naam, adres en telefoonnommer van elke diensverskaffer;

(c) die vorige en die huidige maand se meterlesings;

(d) die werklike verbruik vir elke diens en die bedrae wat daarvoor gehef word;

(e) die totale betaling verskuldig;

(f) die datum van die volgende meterlesing vir elke diens; en

(g) enige agterstallige bedrae.

Algemene bepalings

9. (1) 'n Verhuurder mag nie —

(a) 'n huurder intimideer of vergeld of teen hom diskrimineer vir die uitoefening van enige reg ingevolge die Wet, hierdie regulasies of enige ander wet nie;

(b) 'n huurder belet om 'n huurderskomitee of enige soortgelyke liggaam te stig of 'n lid daarvan te wees nie;

(c) 'n valse voorstelling met betrekking tot die amptelike aard van enige dokument doen nie of weier om enige kennisgewing te aanvaar wat wettig deur die huurder aangebied of gestuur word nie;

(d) onderdrukkende of onredelike gedrag teenoor die huurder openbaar nie;

(e) versuim om aan die Tribunaal se klagteprosedures of enige ooreenkoms wat deur middel van die Tribunaal se klagteprosedures met die Tribunaal of met die huurder gesluit is, te voldoen nie;

(f) enige aktiwiteit bedryf nie wat op onredelike wyse met die regte van die huurder inmeng of sodanige regte beperk of wat uitdruklik verbied word ingevolge die huurkontrak, die Wet en hierdie regulasies, enige ordonnansie, gesondheids- en veiligheidsregulasies of enige ander wet; of

(g) 'n persoon oorreed om van sy of haar regte ingevolge die Wet, hierdie regulasies of enige ander wet afstand te doen of om aan verrigtinge voor die Tribunaal te onttrek nie.

(2) 'n Huurder mag nie —

(a) sy of haar regte sedeer, sy of haar verpligtinge oordra of die woning of enige deel daarvan onderverhuur aan enige ander persoon sonder die skriftelike toestemming van die verhuurder nie;

(b) meer as die maksimum getal persone wat deur die verhuurder bepaal is, toelaat om in die woning te woon nie;

(c) 'n verhuurder intimideer of vergeld of teen hom diskrimineer vir die uitoefening van enige reg ingevolge die Wet, hierdie regulasies of enige ander wet nie;

(d) 'n valse voorstelling met betrekking tot die amptelike aard van enige dokument doen nie of weier om enige kennisgewing te aanvaar wat wettig deur die verhuurder aangebied of gestuur word nie;

(e) onderdrukkende of onredelike gedrag teenoor die verhuurder openbaar nie;

(f) versuim om aan die Tribunaal se klagteprosedures of enige ooreenkoms wat deur middel van die Tribunaal se klagteprosedures met die Tribunaal of met die verhuurder gesluit is, te voldoen nie;

(g) enige aktiwiteit bedryf nie wat op onredelike wyse met die regte van ander huurders inmeng of sodanige regte beperk of wat uitdruklik verbied word ingevolge die huurkontrak, die Wet en hierdie regulasies, enige ordonnansie, gesondheids- en veiligheidsregulasies of enige ander wet;

(h) enige oorlas by die woning veroorsaak of toelaat nie; of

(i) die verhuurder oorreed om van sy of haar regte ingevolge die Wet, hierdie regulasies of enige ander wet afstand te doen of om aan verrigtinge voor die Tribunaal te onttrek nie.

Kort titel en inwerkingtreding

10. Hierdie regulasies heet die Regulasies op Onbillike Praktyke by Huurbehuising, Wes-Kaap, 2002.

P.N. 22/2002 1 UFebuwari 2002

IPHONDO LENTSHONA-KOLONI

ISEBE LOCWANGCISO, LOORHULUMENTE BENGINGQI NEZINDLU

UMTHETHO WEZINDLU EZIQASHISWAYO, 1999

IMIGAQO ECETYWAYO EMALUNGA NEZENZO EZINGENABULUNGISA

Mna N. E. Hangana, uMphathiswa wezeZindlu kwiPhondo leNtshona-Koloni, phantsi kwecandelo 15(1)(f) loMthetho wezeZindlu eziQashiswayo, 1999 (UMthetho 50 we-1999), ndiceba ukumisela iMigaqo ngokwale Shedyuli ilandelayo.

ISHEDYULI

IZENZO EZINGENABULUNGISA

Inkcazo-magama

1. Kule migaqo naliphi na ibinzana intsingiselo iya kuba njengoko inikiwe, ngaphandle kokuba oko kubhekiswe kuko kuchaza nto yimbi —

"iinkonzo" ligama elithetha ubonelelo ngamanzi, umbane, irhasi nokuthuthwa kwenkunkuma;

"uMthetho" ligama elithetha uMthetho wezeZindlu eziQashiswayo (UMthetho 50 we—1999);

"iBhunga" libinzana lamagama elithetha iBhunga leZindlu eziQashiswayo esekwe ngokwecandelo 7 laloo Mthetho.

Intsebenziswano egwenxa

2. Nabani na otsiba kuyo nayiphi na imiqathango yale migaqo wenza isenzo esigwenxa njengoko kuchaziwe phaya kwicandelo 1 lalo Mthetho.

Ukutshintshwa kwamaqhaga

3. (1) Umnini-ndawo nomqashi abafanele kuwatshintsha nawaphi na amaqhaga okutshixa iminyango yendlu;

(a) ngaphandle kwaxa kukho imfuneko yoko ngenxa yokonakala kwawo okanye ngenxa yezinye izizathu ezivakalayo.

(b) bengazisananga ngokufanelekileyo ngotshintsho olo lucetywayo, kananjalo

(c) ngaphandle kokuba banikene isitshixo sesibini ngokukhawuleza emva kokutshintswa kwamaqhaga lawo

ngaphandle kokuba akukho miqathango ibekiweyo elungiselelwe ukujongana neemeko ezingxamisekileyo; ngaphandle kokkuba ke abo bachaphazelekayo ekutshintshweni kwamaqhaga baya kuthethana banikane ezinye izitshixo.

Imo nenkathalo

4. (1) Umnini-ndawo kufuneka —

(a) indlu ayiqashisayo, ekuqaleni kokusebenza kwesivumelwano soqashiselwano, ibe —

(i) kwimo efanele injongo leyo iqashelwa yona, kananjalo

(ii) ibe yekwimo ehambelana nemiqathango yaloo Mthetho, eyale migaqo, eyawo nawuphi na umthetho kamasipala, imigaqo yezempilo nokhuseleko okanye nawuphi na umthetho ongomnye

(b) indlu leyo ayigcine, ayikhathalele ngokwayo yonke imithetho kamasipala, imigaqo yezempilo nokhuseleko okanye ngokwawo nawuphi na umthetho ongomnye;

(c) abonelela ngazo zonke iinkonzo ekuvunyelwene ngazo kwisivumelwano soqashiselwano ngeli xesha sisasebenza eso sivumelwano;

(d) alungise undonakele oluxanduva lomnini-ndawo ngokwesi sivumelwano soqashiselwano, kwanondonakele ophawuleke xa umnini-ndawo ebehlola-hlola indlu leyo, okanye akufumana isaziso esivela kumqashi nesithi makulungiswe undonakele okhoyo. Phofu ngaphandle kokuba isivumelwano soqashiselwano sinamiqathango yimbi ephikisana noko, njengaxa umnini-ndawo engenakubekwa ityala lokulungisa undonakele, xa umqashi okanye omnye wabo ahlala nabo okanye xa iindwendwe zakhe zokwenene izizo ezenze umonakalo; kwaye

(e) amlungise ngokukhawuleza kangangoko kunokwenzeka undonakele, kodwa kunikwe ingqwalaselo uhlobo lomonakalo lowo phofu ulungiswe kungagqithanga iintsuku ezingama-30 ukususela kumhla ekuhlolwe ngawo indlu okanye umhla wesaziso eso sichazwe kumhlathi (d) okanye nokuba kungaliphi na elinye ixesha ekunokuvunyelwana ngalo ngumnini-ndawo nomqashi.

Uhlenga-hlengiso, uphuculo, uguqulo okanye uchitho

5. (1) Umnini-ndawo —

(a) angamcela kuphela umqashi ukuba aphume kwindlu leyo xa kukho imfuneko engxamisekileyo yokulungisa, yokuguqula okanye yokuphucula indlu leyo naxa oko kungenakwenziwa kakuhle ngeli xesha umqashi esahlala apho endlwini;

(b) angasicima isivumelawano soqashiselwano aphinde ayithabathele kuye indlu leyo kwaye akayi kubekwa tyala lokuhlawulela umonakalo ngokwesi sivumelwano soqashiselwano, loo Mthetho, le migaqo okanye nawuphi na umthetho ongomnye, kwiimeko apho

indlu leyo ikwimo engasenakulungiseka okanye xa ingenakuhlalwa ngokukhuselekileyo kangangokuba kufanele ukuba yakhiwe ngokutsha okanye ichithwe.

(2) Kwiimeko ezifana nezo zichazwe kumhlathi (1)(a), umnini-ndawo kufuneka —

(a) amxolele umqashi ngakwicala lokuhlawula irenti yethuba elo umqashi aza kube engahlali ngalo apho endlwini;

(b) ayilungise, ayiguqule okanye ayiphucule kwixeshana elifanelekileyo indlu leyo ukwenzela ukuba umqashi angabinakupazamiseka kangako; kananjalo

(c) aqinisekise ukuba umqashi uyakwazi ukubuyela kwindlu leyo ngokukhawuleza kangangoko emva kokuba igqitywe ukulungiswa, ukuguqulwa okanye ukuphuculwa.

(3) Xa kukho imfuneko yokuba kulungiswe, kuguqulwe okanye kuphuculwe elinye icala le ndlu leyo abe umqashi ehlala kwelinye icala umqashi uya kuba nelungelo lokuxolelwa kwicala lokuhlawula irenti, ahlawule intlawulo ngokobungakanani bokubandezeleka kwakhe.

(4) Xa umqashi ecelwe ngumnini-ndawo ukuba aphume kwindlu leyo ngenxa yokulungiswa, ukuguqulwa okanye ukuphuculwa kwayo okungxamisekileyo nokuyimfuneko umqashi akanako ukusicima isivumelwano soqashiselwano ngaphandle kokuba —

(a) ukungabikho kwendlu leyo kumgangatho olungele ukuhlalwa, okwethutyana, kungadala umonakalo kumqashi okanye

(b) imfuneko yokuyilungisa, yokuyiguqula okanye yokuyiphucula bekusele kuboniwe ngumnini-ndawo kwangelaa xesha kusenziwa isivumelwano soqashiselwano.

Ukungena

6. (1) Umnini-ndawo angangena kwindawo ekuhlalwa kuyo xa athe wanika isaziso esifanelekileyo sokwenza oko —

(a) xa efuna ukuyihlola indlu leyo;

(b) xa efuna ukuyilungisa indlu;

(c) xa efuna ukuyibonisa umntu okanye iarhente yomntu ofuna ukuyiqasha; ukuyithenga okanye ukuyithenga ngemali-mboleko indlu leyo;

(d) xa efuna ukuyihlolela ukubona umonakalo njengoko kuchazwe kumgaqo 5(2) okanye xa umnini-ndawo okanye umqashi ekhuphe isaziso sokufuna ukucima isivumelwano sokuqashiselana;

(e) xa indlu leyo ibonakala njengengasahlalwayo okanye eshiyiweyo ngumqashi, okanye

(f) emva kokukhutshwa komyalelo webhunga.

(2) Umqashi kufuneka amvumele umnini-ndawo ukuba angene kwindawo leyo ngeenjongo ezichazwe kumgaqwana (1), kodwa kufuneka angene ngamaxesha afanelekileyo.

Iirisiti

7. Umnini-ndawo kufuneka amkhuphele irisiti ebhaliweyo umqashi ebonakalisa yonke imali ehlawulwe ngumqashi kumnini-ndawo, oko kusenziwa ngendlela eyalelwe kwicandelo 5(3)(a) no(b) waloo Mthetho.

Iinkozo zakwaMasipala

8. (1) Umnini-ndawo onyanzelekileyo ukubonelela umqashi ngeenkonzo ngokomthetho okanye ngokwemiqathango ecaciswe phandle okanye engacaciswanga phandle yesivumelwano soqashiselwano kufuneka —

(a) abonelele ngezo nkonzo;

(b) angamhlawulisi mali ingaphezulu kwelingana ncam neenkonzo ezo umqashi azisebenzise kwindlu yakhe ukuba loo ndlu inemithara yayo yodwa;

(c) angawutyesheli nawuphi na umgaqo, umthetho kamasipala okanye omnye umthetho omalunga nemali umqashi afanele ukuyihlawulela iinkonzo, ukuba ikho, ukuba indlu leyo ayinamitha yayo yodwa.

(2) Umnini-ndawo akafanelanga kuzirhoxisa iinkonzo zombane okanye ezerhasi ngaphandle kokuba kukwezi meko zilandelayo —

(a) xa kukho ingxaki;

(b) xa umqashi aziswe kwangexesha elifanelekileyo ngokuza kusebenza, ukuza kulungisa okanye ukuza kuhlaziya, phofu oko kungenziwa xa ezo nkonzo ziza kuphinda zivuselelwe ngokukhawuleza, okanye

(c) xa umqashi esemva ngentlawulo naxa umnini-ndawo emazise kwangethuba elifanelekileyo ukuba kukho intlawulo asemva ngayo.

(3) Xa indlu inemitha yeenkonzo zayo zodwa naxa iinkonzo ezo kufanele zihlawulwe kumnini-ndawo ngqo, umnini-ndawo kufuneka abonelele umqashi ngengxelo yenyanga ekufanele iqulathe ubuncinane ezi nkcukacha zilandelayo —

(a) amagama omnini-ndawo nawomqashi kwanedilesi yalapho ikhoyo loo ndlu;

(b) igama, idilesi neenombolo zefowuni zomboneleli ngeenkonzo ngamnye;

(c) umlinganiselo womyinga wokusetyenzisweyo njengoko uchazwe kwimitha;

(d) umlinganiselo ochanekileyo wokusetyenzisiweyo yinkonzo nganye kwanemali ebiziweyo ngezo nkonzo;

(e) iyonke imali efanele kuhlawulwa;

(f) umhla ekuza kufundwa ngawo imitha yenkonzo nganye; kunye

(g) nayo yonke imali asemva ngayo.

Imiqathango ngokubanzi

9. (1) Umnini-ndawo akafanele —

(a) kumxhalisa, amcalucalule umqashi okanye aziphindezele kuye ngenxa yokusebenzisa kwakhe naliphi na ilungelo analo phantsi koMthetho okanye phantsi kwale migaqo okanye phantsi kwawo nawuphi na omnye umthetho;

(b) kumthintela umqashi ekusekeni okanye ekubeni lilungu lekomiti yabaqashi okanye nawuphi na omnye umbutho ofana nalowo;

(c) kuchaza ubuxoki ngokuba semthethweni koxwebhu oluthile okanye ale ukwamkela nasiphi na isaziso asinikwe okanye asithunyelelwe ngokusemthethweni ngumqashi;

(d) kuzibandakanya kwizenzo zengcinezelo okanye ezingabonakalisi kubanesazela;

(e) kungazithobeli iinkqubo zeNkundla yeziKhalazo okanye nasiphi na isivumelwano esigqitywe neNkundla leyo okanye nomqashi lowo ngokweenkqubo zeNkundla yeziKhalazo;

(f) kwenza nantoni na enokuphazamisa ngokungafanelekanga okanye enokuthintela amalungelo omqashi okanye nantoni na engavumelekanga ngaphantsi kwesi sivumelwano soqashiselwano, loo Mthetho nale migaqo okanye nawuphi na umthetho kamasipala okanye imigaqo yempilo nokhuseleko okanye nawuphi na omnye umthetho; kwaye akafanele

(g) kunyanzelisa umntu ukuba angawasi so amalungelo akhe aphantsi kwaloo Mthetho okanye aphantsi kwale migaqo okanye nawuphi na omnye umthetho okanye arhoxe kwiinkqubo zeBhunga.

(2) Umqashi akafanele —

(a) kugqithisela amalungelo okanye agqithisele uxanduva lwakhe okanye aqashisele omnye umntu indlu leyo okanye elinye icala layo ngaphandle kwemvume ebhaliweyo yomnini-ndawo;

(b) kuvumela ukuba kuhlale apho endlwini abantu abangaphezu kwenani eliqingqwe ngumnini-ndawo;

(c) kumxhalisa, amcalu-calule umnini-ndawo okanye aziphindezele kuye ngenxa yokusebenzisa kwakhe naliphi na ilungelo analo phantsi kwaloo Mthetho okanye phantsi kwale migaqo okanye phantsi kwawo nawuphi na omnye umthetho;

(d) kuchaza ubuxoki ngokuba semthethweni koxwebhu oluthile okanye ale ukwamkela nasiphi na isaziso asinikwe okanye asithunyelelwe ngokusemthethweni ngumnini-ndawo;

(e) kuzibandakanya kwizenzo zengcinezelo okanye ezingabonakalisi kubanesazela;

(f) kungazithobeli iinkqubo zeBhunga okanye nasiphi na isivumelwano esigqitywe nebhunga elo okanye nomnini-ndawo ngokweenkqubo zeBhunga leziKhalazo;

(g) kwenza nantoni na enokuphazamisa ngokungafanelekanga okanye enokuthintela amalungelo abanye abaqashi okanye nantoni na engavumelekanga ngaphantsi kwesi sivumelwano soqashiselwano, loo Mthetho nale migaqo okanye nawuphi na umthetho kamasipala okanye imigaqo yempilo nokhuseleko okanye nawuphi na omnye umthetho; kwaye;

(h) kuba ngunobangela okanye ukuvumela iinkathazo apho endlwini; kwaye akafanele

(i) kunyanzelisa umntu ukuba angawasi so amalungelo akhe aphantsi kwaloo Mthetho okanye phantsi kwale migaqo okanye nawuphi na omnye umthetho okanye amrhoxise kwiinkqubo zeBhunga.

Isihloko kunye nokusungulwa komgaqo

10. Le migaqo ibizwa ngokuba yimigaqo yeNtshona Koloni, 2002, emalunga nezenzo ezigwenxa.

SUID-AFRIKA EERSTE –
KOOP SUID-AFRIKAANS
VERVAARDIGDE GOEDERE

SOUTH AFRICA FIRST –
BUY SOUTH AFRICAN
MANUFACTURED GOODS

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9.4 TABLING OF PROVINCIAL TREASURY CIRCULAR MUN NO. 4/2026 – CONSISTENT ENFORCEMENT OF DEBT COLLECTION AND CREDIT CONTROL MEASURES FOR COUNCILLORS AND EMPLOYEES

File number / Verwysingsnommer: 5/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath

PURPOSE OF REPORT / DOEL VAN VERSLAG

To table the Provincial Treasury Circular Mun No. 4/2026 before Council to inform Councillors and officials of their legal, financial risks, and procedural obligations regarding the credit control enforcement.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Western Cape Government Provincial Treasury issued the circular (**Annexure A)** on 31 August 2026 to inform the Councillors and Officials of their responsibility with regards to implementing Consistent Credit Control measures and to settle their own municipal accounts. The contents of the circular reminds municipalities of the legal obligations on credit control and risks associated if it is not implemented consistently. The circular also reminds the municipality to implement a system of ensuring that neither staff nor Councillors are in arrears for than three months.

The municipality has implemented its credit control policy effectively in recent years, and there are a limited number of staff who are in arrears for more than three months with the balance decreasing on a monthly basis. The auxiliary percentages were increased in May 2026 after a year has passed from the billing payment date change and other changes made to processes. The conventional credit control disconnection was maintained subject to available staff capacity in the Electricity Section.

The councillors and officials must appraise themselves of the contents of the Treasury Circular Mun No. 4/2026 that highlights their respective responsibilities towards consistent credit control procedures and settling of debt. The circular also provides guidelines for the incoming Council after the Local Government elections 2026.

The item served at the **Portfolio Committee** on **16 September 2026** with the following outcomes:

"1. That the Committee note the contents of the Provincial Treasury Circular Mun No. 4/2026 issued on 31 August 2026.

2. That the item be referred to the Council for noting."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report and its Annexure is noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

That Council note the contents of the Provincial Treasury Circular Mun No. 4/2026 issued on 31 August 2026.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Financial Services – GJ Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A – Provincial Treasury Circular Mun No. 4/2026 Consistent Enforcement of Debt Collection and Credit Control Measures for Councillors and Staff.

Western Cape Government

Provincial Treasury
Victor Senna
Fiscal and Economic Services
Victor.Senna@westerncape.gov.za | Tel: 021 483 2666

Reference number: RCS/C.5

Private Bag X9165
CAPE TOWN
8000

TREASURY CIRCULAR MUN NO. 4/2026

THE MAYOR, CITY OF CAPE TOWN
THE MAYOR, WEST COAST DISTRICT MUNICIPALITY
THE MAYOR, MATZIKAMA MUNICIPALITY
THE MAYOR, CEDERBERG MUNICIPALITY
THE MAYOR, BERGRIVIER MUNICIPALITY
THE MAYOR, SALDANHA BAY MUNICIPALITY
THE MAYOR, SWARTLAND MUNICIPALITY
THE MAYOR, CAPE WINELANDS DISTRICT MUNICIPALITY
THE MAYOR, WITZENBERG MUNICIPALITY
THE MAYOR, DRAKENSTEIN MUNICIPALITY
THE MAYOR, STELLENBOSCH MUNICIPALITY
THE MAYOR, BREEDE VALLEY MUNICIPALITY
THE MAYOR, LANGEBERG MUNICIPALITY
THE MAYOR, OVERBERG DISTRICT MUNICIPALITY
THE MAYOR, THEEWATERSKLOOF MUNICIPALITY
THE MAYOR, OVERSTRAND MUNICIPALITY
THE MAYOR, CAPE AGULHAS MUNICIPALITY
THE MAYOR, SWELLENDAM MUNICIPALITY
THE MAYOR, GARDEN ROUTE DISTRICT MUNICIPALITY
THE MAYOR, KANNALAND MUNICIPALITY
THE MAYOR, HESSEQUA MUNICIPALITY
THE MAYOR, MOSSEL BAY MUNICIPALITY
THE MAYOR, GEORGE MUNICIPALITY
THE MAYOR, OUDTSHOORN MUNICIPALITY
THE MAYOR, BITOU MUNICIPALITY
THE MAYOR, KNYSNA MUNICIPALITY
THE MAYOR, CENTRAL KAROO DISTRICT
THE MAYOR, LAINGSBURG MUNICIPALITY
THE MAYOR, PRINCE ALBERT MUNICIPALITY
THE MAYOR, BEAUFORT WEST MUNICIPALITY

} For information

THE MUNICIPAL MANAGER, CITY OF CAPE TOWN: MR L MBANDAZAYO
THE MUNICIPAL MANAGER, WEST COAST DISTRICT MUNICIPALITY: MR D JOUBERT
THE MUNICIPAL MANAGER, MATZIKAMA MUNICIPALITY: MR L PHILLIPS
THE MUNICIPAL MANAGER, CEDERBERG MUNICIPALITY: MR G MATTHYSE
THE MUNICIPAL MANAGER, BERGRIVIER MUNICIPALITY: ADV. H LINDE
THE MUNICIPAL MANAGER, SALDANHA BAY MUNICIPALITY: MR H METTLER
THE MUNICIPAL MANAGER, SWARTLAND MUNICIPALITY: MR J SCHOLTZ
THE MUNICIPAL MANAGER, CAPE WINELANDS DISTRICT MUNICIPALITY: MR H PRINS
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THE MUNICIPAL MANAGER, STELLENBOSCH MUNICIPALITY: MS G METTLER
THE MUNICIPAL MANAGER, BREEDE VALLEY MUNICIPALITY: MR D McTHOMAS
THE MUNICIPAL MANAGER, LANGEBERG MUNICIPALITY: MR D LUBBE
THE MUNICIPAL MANAGER, OVERBERG DISTRICT MUNICIPALITY: MR E PHILLIPS (ACTING)
THE MUNICIPAL MANAGER, THEEWATERSKLOOF MUNICIPALITY: MR W HENDRICKS
THE MUNICIPAL MANAGER, OVERSTRAND MUNICIPALITY: MR E JANTJIES (ACTING)
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THE MUNICIPAL MANAGER, KANNALAND MUNICIPALITY: ADV. D SEREO
THE MUNICIPAL MANAGER, HESSEQUA MUNICIPALITY: MR A DE KLERK
THE MUNICIPAL MANAGER, MOSSEL BAY MUNICIPALITY: MR C PUREN
THE MUNICIPAL MANAGER, GEORGE MUNICIPALITY: DR D O'NEILL (ACTING)
THE MUNICIPAL MANAGER, OUDTSHOORN MUNICIPALITY: MR M YEKANI
THE MUNICIPAL MANAGER, BITOU MUNICIPALITY: MR F WILLIAMS (ACTING)
THE MUNICIPAL MANAGER, KNYSNA MUNICIPALITY: MR B NGUBO (ACTING)
THE MUNICIPAL MANAGER, CENTRAL KAROO DISTRICT MUNICIPALITY: MS B KOOPMAN (ACTING)
THE MUNICIPAL MANAGER, LAINGSBURG MUNICIPALITY: MR J BOOYSEN
THE MUNICIPAL MANAGER, PRINCE ALBERT MUNICIPALITY: ADV. T GILIOMEE
THE MUNICIPAL MANAGER, BEAUFORT WEST MUNICIPALITY: MR G ESAU (ACTING)

THE CHIEF FINANCIAL OFFICER, CITY OF CAPE TOWN: MR K JACOBY
THE CHIEF FINANCIAL OFFICER, WEST COAST DISTRICT MUNICIPALITY: MR H NIEHAUS
THE CHIEF FINANCIAL OFFICER, MATZIKAMA MUNICIPALITY: MR E ALFRED
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THE CHIEF FINANCIAL OFFICER, LANGEBERG MUNICIPALITY: MR A MATI
THE CHIEF FINANCIAL OFFICER, OVERBERG DISTRICT MUNICIPALITY: MR S STANLEY
THE CHIEF FINANCIAL OFFICER, THEEWATERSKLOOF MUNICIPALITY: MR A RIDDLES (ACTING)
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THE CHIEF FINANCIAL OFFICER, KNYSNA MUNICIPALITY: MS B LUBELWANA (ACTING)
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THE CHIEF FINANCIAL OFFICER, LAINGSBURG MUNICIPALITY: MS L MOKGOJE
THE CHIEF FINANCIAL OFFICER, PRINCE ALBERT MUNICIPALITY: MR B METEMBO
THE CHIEF FINANCIAL OFFICER, BEAUFORT WEST MUNICIPALITY: MR B JACOBS

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THE DEPUTY DIRECTOR-GENERAL: GOVERNANCE AND ASSET MANAGEMENT (MR I SMITH)
THE CHIEF DIRECTOR: PUBLIC POLICY SERVICES (MR O WILLCOX)
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THE DIRECTOR: SUPPORTING AND INTERLINKED FINANCIAL SYSTEMS (MR B GORDON)

THE PROVINCIAL AUDITOR

MASTER RECORDS OFFICIAL: BUSINESS INFORMATION AND DATA MANAGEMENT

THE DEPUTY DIRECTOR-GENERAL: CORPORATE ASSURANCE, DEPARTMENT OF THE PREMIER (MS H ROBSON)

THE HEAD OF DEPARTMENT: LOCAL GOVERNMENT

THE CHIEF DIRECTOR: INTEGRATED SERVICE DELVIERY – DEPARTMENT OF LOCAL GOVERNMENT

THE CHIEF DIRECTOR: MUNICIPAL PERFORMANCE MONITORING AND SUPPORT– DEPARTMENT OF LOCAL GOVERNMENT

THE CHIEF DIRECTOR: DISASTER MANAGEMENT AND FIRE BRIGADE SERVICES – DEPARTMENT OF LOCAL GOVERNMENT

RE: CONSISTENT ENFORCEMENT OF DEBT COLLECTION AND CREDIT CONTROL MEASURES FOR COUNCILLORS AND EMPLOYEES

1. PURPOSE

1.1 The purpose of this circular is to remind municipalities of their statutory obligations to ensure strict compliance with the Code of Conduct for Councillors (Schedule 7 of the Municipal Structures Act), the Code of Conduct for Councillors Regulations (GN 3538, GG 48786, published on 14 June 2023), and all other applicable legislation regulating the financial obligations of municipal councillors and employees.

1.2 This circular further seeks to strengthen the implementation and enforcement of municipal credit control and debt collection measures in respect of serving councillors, outgoing councillors, and municipal employees. It serves to reinforce the responsibility of all councillors and employees to maintain their municipal accounts in good standing and to settle all municipal charges when due.

1.3 Additionally, this circular serves as a critical reminder of PT Circular 12 of 2025, which underscores the necessity of consistently applying credit control and debt collection measures throughout the year, including during the festive season. Consistently enforcing credit control protections safeguards municipal revenue, prevents selective enforcement, ensures the sustainable delivery of public services, and complies with the constitutional principle of equality before the law.

2. LEGAL CONTEXT AND STATUTORY FRAMEWORK

2.1 The duty of municipalities to collect revenues for services rendered is firmly established in municipal legislation. The relevant statutory provisions governing this mandate include:

2.1.1 Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000) [MSA]: Section 96 obligates a municipality to collect all money due and payable to it. To give effect to this duty, Section 98 requires the Municipality to adopt, maintain, and implement a credit control and debt collection policy consistent with its rates and tariff policies, which must be given legal effect through municipal by-laws.

2.1.2 Code of Conduct for Councillors (Schedule 7, Municipal Structures Act): Item 14 explicitly prohibits a councillor from being in arrears to the Municipality for rates and service charges for a period longer than three (3) months. Failure to comply constitutes a breach of the Code of Conduct.

2.1.3 Code of Conduct for Councillors Regulations, 2023 (GN 3538): These regulations provide procedural steps for managing councillor arrears. The Municipal Manager must notify a councillor in writing when their account is in arrears for more than two (2) months and request settlement. If arrears exceed three (3) months, the Municipal Manager must immediately refer the matter to the Speaker, who is legally required to ensure the outstanding debt is recovered. This procedure applies uniformly, including to newly elected councillors.

2.1.4 Staff Arrears (Schedule 2, Section 10 of the MSA): Municipal staff members are prohibited from being in arrears on their municipal accounts for more than three (3) months. The Municipality is empowered to automatically deduct any outstanding amounts from the staff member's salary after this period.

2.1.5 Local Government: Municipal Finance Management Act, 2003 (Act No. 56 of 2003) [MFMA]: Compels the implementation of effective revenue management systems. This duty requires the Municipal Manager and delegated officials to actively implement credit control procedures to recover arrear amounts from both staff and councillors.

2.1.6 Policy Interference: In terms of Section 173(5)(a) of the MFMA, any councillor or municipal official who interferes with the implementation of a municipality's approved credit control policy commits an offence. Upon conviction, such interference carries a statutory penalty of a fine or imprisonment for up to five (5) years.

2.1.7 Financial Misconduct: In terms of Section 171 of the MFMA, the failure by an official to properly implement the approved credit control policy constitutes financial misconduct. The Municipality is legally obligated to investigate such failures and, where necessary, institute formal disciplinary proceedings.

3. KEY FINANCIAL AND GOVERNANCE RISKS

3.1 Failing to enforce credit control measures against councillors and employees creates severe operational and governance risks. Municipalities must actively mitigate the following vulnerabilities:

3.1.1. Financial Instability: Failing to recover debt owed by public officials results in immediate revenue losses, cash flow constraints, and an increase in irrecoverable debt, which directly threatens the financial sustainability of the Municipality and service delivery.

3.1.2. Regulatory Non-Compliance: Inconsistent application of credit control policies represents a breach of statutory duties, resulting in adverse municipal audit findings, weak internal governance controls, and heightened regulatory scrutiny.

3.1.3. Erosion of Public Confidence: Applying rules to ordinary citizens while exempting public officials undermines public confidence, weakens the broader societal payment culture, and exposes the Municipality to significant reputational and legal risks.

4. REQUIRED ADMINISTRATIVE AND CREDIT CONTROL ACTIONS

4.1. To ensure compliance with the legislative framework, municipal administrations are requested to assist in implementing the following credit control and administrative actions:

TARGET GROUP	CREDIT CONTROL ACTION TO BE IMPLEMENTED	APPLICABLE LEGISLATIVE AUTHORITY
Outgoing Councillors	Immediately implement measures to recover all outstanding debt prior to the expiration of their term. Municipalities must deduct any outstanding balances from final remuneration, allowances, gratuities, or other monies due to them, in accordance with local policies and in compliance with applicable legislation.	*Schedule 7 (Item 14) of Municipal Structures Act.*
Incoming/Newly Elected Councillors	Ensure that any incoming councillor whose municipal accounts are in arrears enters into a formal, binding repayment agreement immediately upon taking office, which must include provisions for automatic salary and allowance deductions to bring their accounts up to date.	*Schedule 7 (Item 14) of Municipal Structures Act.*

TARGET GROUP	CREDIT CONTROL ACTION TO BE IMPLEMENTED	APPLICABLE LEGISLATIVE AUTHORITY
Municipal Employees in Arrears	Actively enforce debt recovery processes against staff members whose accounts are in arrears for more than three (3) months. Implement direct salary deductions to recover outstanding amounts in accordance with the credit control policy and collective agreements and in compliance with applicable legislation.	*Schedule 2 (Section 10) of MSA.*
Newly Appointed Employees	Ensure that newly appointed employees with outstanding municipal debt enter into formal, binding repayment agreements upon appointment, incorporating automatic salary deduction clauses to clear the outstanding balances.	*Municipal Credit Control Policy.*

4.2. **COUNCIL TABLING AND SUBMISSION REQUEST**

4.2.1. To ensure high-level awareness and formal compliance, municipalities are requested to do the following:

4.2.1.1. **Council Tabling:** This circular must be tabled as an official agenda item at the next available council meeting. This is to ensure that all serving councillors, as well as executive officials, are fully apprised of their personal and statutory financial obligations.

4.2.1.2. **Submission of Proof:** Once tabled, municipalities must immediately submit a copy of the formal council agenda item and the relevant council resolution demonstrating compliance to the Provincial Treasury via email at: **mfma.mfma@westerncape.gov.za**

5. Municipalities are reminded that revenue collection is the lifeblood of municipal survival. Failing to enforce our credit control policies uniformly not only violates our statutory obligations under the Municipal Systems Act, but it also compromises the constitutional principle of equality before the law.

Victor Senna

Digitally signed by Victor Senna
Date: 2026.08.31 08:22:04 +02'00'

VICTOR SENNA
DEPUTY DIRECTOR-GENERAL: FISCAL AND ECONOMIC SERVICES
DATE:

9.5 PROGRESS REPORT ON RESOLVING VAT LIABILITY ON GRANTS WITH SARS - SEPTEMBER 2026

File number / Verwysingsnommer: 5/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Director: Financial Services (CFO) – Mr. GJ Goliath

PURPOSE OF REPORT / DOEL VAN VERSLAG

To provide Council with a progress report on engaging the South African Revenue Services (SARS) to resolve the outstanding VAT Liability on Grants by submitting amended VAT returns for the past 5 tax years or whichever period SARS determines necessary.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

A report was tabled to Council on 24 June 2026 to seek approval for the intention of the municipality to approach SARS to reopen the assessments for at least the last 5 years in order to correctly account for the VAT on transactions between the Western Cape Government: Department of Cultural Affairs and Sport and Hessequa Municipality in so far as it relates to the Library Grant.

The potential financial exposure was calculated as an estimate of R8,718,072.45 for the year ended 30 June 2026:

	VAT inclusive		VAT Exclusive	VAT Amount	Penalty	Interest	Total Vat Liability
2026	7 864 000,00		6 838 260,87	1 025 739,13	102 573,91	47 333,59	1 175 646,63
2025	11 409 000,00		9 920 869,57	1 488 130,43	148 813,04	203 487,04	1 840 430,52
2024	11 454 000,00		9 960 000,00	1 494 000,00	149 400,00	333 027,62	1 976 427,62
2023	9 925 000,00		8 630 434,78	1 294 565,22	129 456,52	404 376,20	1 828 397,93
2022	9 873 000,00		8 585 217,39	1 287 782,61	128 778,26	480 608,88	1 897 169,75
	50 525 000,00	0,00	43 934 782,61	6 590 217,39	659 021,74	1 468 833,32	8 718 072,45

The municipality stated that it will apply to SARS to waive the interest and penalties as these matters were transversal amongst municipalities and no *mala fides* or negligence resulted in this VAT treatment.

Council resolved on **24 June 2026** as follows:

RESOLUTION / BESLUIT

1. That the Council note an update on the VAT on Library Grant audit finding and related actions.
2. That Council approve the mandate to engage the South African Revenue Service (SARS) to reopen the assessments for at least the last 5 years in order to correctly account for the VAT on transactions between the Western Cape Government: Department of Cultural Affairs and Sport and Hessequa Municipality in so far as it relates to the Library Grant.

Proposer Cllr BD Smith, seconded Cllr RG Davids

The proposal was adopted unanimously as a resolution.

The administration proceeded to re-open the VAT assessments for the periods indicated above and SARS assessed the municipality accordingly. The penalties were waived by SARS and Interest was reduced as per figures below:

No	Tax Year	Receipt Date	Period	Receipted 2025	VAT portion	PENALTY	INTEREST	DUE TO SARS
1	2026	05/11/2025	202511	3 932 000,00	512 869,57	-	35 254,68	548 124,25
2	2026	27/08/2025	202508	3 932 000,00	512 869,57	-	48 825,21	561 694,78
3	2025	31/01/2025	202501	3 802 000,00	495 913,04	-	79 147,72	575 060,76
4	2025	25/10/2024	202410	3 803 000,00	496 043,48	-	93 529,01	589 572,49
5	2025	13/08/2024	202408	3 804 000,00	496 173,91	-	103 268,68	599 442,59
	2024	29/02/2024	202402	3 750 428,00	489 186,26			625 742,48
6	2024	29/02/2024	202402	172 572,00	22 509,39	-	136 556,22	22 509,39
7	2024	09/11/2023	202311	3 765 000,00	491 086,96	-	145 479,58	636 566,54
8	2024	08/09/2023	202309	3 766 000,00	491 217,39	-	155 136,30	646 353,69
9	2023	09/02/2023	202302	3 307 000,00	431 347,83	-	164 270,25	595 618,08
10	2023	28/10/2022	202210	3 309 000,00	431 608,70	-	155 409,34	587 018,04
11	2023	29/08/2022	202208	3 309 000,00	431 608,70	-	-	431 608,70
12	2022	02/11/2021	202111	3 534 333,00	460 999,96	-	-	460 999,96
13	2022	18/08/2021	202108	4 188 334,00	546 304,43	-	-	546 304,43
14	2022	03/02/2022	202202	238 000,00	31 043,48	-	-	31 043,48
15	2022	21/01/2022	202201	1 912 333,00	249 434,74	-	-	-
				50 525 000,00	**6 590 217,39**	-	1 116 876,99	7 457 659,64

The amount paid of R7,457,659.64 to SARS was R1.26 million less than initially estimated. The municipality has applied for reversal of interest billed and is awaiting the outcome thereof.

The item served at the **Portfolio Committee** on **16 September 2026** with the following outcomes:

"1. That the Committee note the outcome from the South African Revenue Service (SARS) to reopen the assessments for at least the last 5 years in order to correctly account for the VAT on transactions between the Western Cape Government: Department of Cultural Affairs and Sport and Hessequa Municipality in so far as it relates to the Library Grant.

2. That the Committee note a total payment of R7,457,659.64 was paid to the South African Revenue Service at the end of August 2026 to prevent further interest from accumulating.

3. That the item be referred to Council for information."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The contents of the report are noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the report are noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note the outcome from the South African Revenue Service (SARS) to reopen the assessments for at least the last 5 years in order to correctly account for the VAT on transactions between the Western Cape Government: Department of Cultural Affairs and Sport and Hessequa Municipality in so far as it relates to the Library Grant.
2. That Council note a total payment of R7,457,659.64 was paid to the South African Revenue Service at the end of August 2026 to prevent further interest from accumulating.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Financial Services – GJ Goliath

ATTACHMENTS / STAWENDE DOKUMENTE

None

9.6 STATISTIEK – AANTAL BESPREKINGS ONTVANG EN BETALING VAN DEPOSITOS VIR DESEMBER 2026 EN JANUARIE 2027 VAKANSIE SEISOEN IN TERME VAN DIE HESSEQUA OORD BELEID

File number / Verwysingsnommer: 7/6/B

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: CJ Onrust – Bestuurder Kampe en Beroepsgesondheid en Veiligheid

PURPOSE OF REPORT / DOEL VAN VERSLAG

Die doel van die verslag is om die jongste statistieke ten opsigte van die aantal besprekings ontvang en die betaling van deposito's gemaak deur voornemende vakansiegangers vir die opkomende Desember 2026/Januarie 2027 vakansie seisoen, aan die Raad voor te lê vir goedkeuring.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Hessequa Munisipaliteit besit sewe oorde, en die bestuur daarvan word die raad se goedgekeurde Oord Beleid gerig (Sien Beleid Aangeheg).

Die Beleid maak, onder andere, voorsiening vir die prosedures wat gevolg moet word ingeval van aansoeke wat ontvang word, sowel as betalings wat gemaak moet word.

Die administratiewe prosesse ten opsigte van die aansoeke wat ontvang was, en plasings wat gemaak was, sowel as bevestiging skrywes met alle besprekings inligting, is reeds afgehandel.

Die prosesse ten opsigte van betalings word geartikuleer in 5.7 van die Raad se goedgekeurde Oord Beleid, en behels dit die volgende:

*"5.7.1 Die eerste betaling van 50% van die totale bedrag teen **31 Augustus**."*

*"5.7.2 Die balans moet voor of op 31 Oktober van die betrokke jaar betaal word, uitgesluit Preekstoel en Witsand Middel kamp, waar die balans betaalbaar is voor of op **30 November** van die betrokke jaar."*

"5.7.7 'n Deposito van 50% van die totale verblyf geld is betaalbaar voor of op 31 Augustus van die betrokke jaar. Waar deposito's nie op 31 Augustus ontvang is nie, sal die bespreking gekanselleer word en die aansoeker sal skriftelik in kennis gestel word dat sy hut/staanplek gekanselleer is, en sal die hut/staanplek aan die volgende persoon op die waglys wie daarvoor kwalifiseer, toegeken word."

Vervolgens, statistieke van die onderskeie kampe besprekings en deposito's betaal tot op hede:

Preekstoel

PK PLOTTE 319	TOEGEKEN	TOTALE 50% DEPOSITO	GEDEELTELIKE BETALING	GEEN BETALINGS	100% BETAAL	NIE-TOEGEKEN
283 KRAG PLOTTE	246	**78**	22	**112**	4	67
36 NIE-KRAG PLOTTE	6	**2**	1	**3**	0	30
BH PLOTTE 89						
61 KRAG PLOTTE	41	**12**	3	**22**	4	20
28 NIE-KRAG PLOTTE	0	0	0	0	0	28
CHALETS 14	14	**8**	3	**3**	0	0
JEUG HERBERG	1-6	**3**	3	0	0	0

Jongensfontein

JONGENSFONTEIN	TOEGEKEN	TOTALE 50% DEPOSITO	GEDEELTELIKE BETALING	GEEN BETALINGS	100% BETAAL	NIE-TOEGEKEN
117 PLOTTE						
(119 Besprekings)	117	**93**	2	**6**	16	2 kansellasies
18 CHALETS						
(20 Besprekings)	20	**16**		**2**	2	

Ellensrust

ELLENSRUST PLOTTE	**TOEGEKEN**	**TOTALE 50% DEPOSITO**	**GEDEELTE BETALING**	**GEEN BETALING**	**100% BETAAL**	**NIE TOEGEKEN**
KRAG PLOTTE 341	317	**263**	9	**15**	19	24
ELLENSRUST HUTTE						
21 HUTTE	18	**14**	1	**2**	1	3

Witsand Middelkamp

MIDDELKAMP PLOTTE	**TOEGEKEN**	**TOTALE 50% DEPOSITO**	**GEDEELTE BETALING**	**GEEN BETALING**	**100% BETAAL**	**NIE TOEGEKEN**
PLOTTE 51	29	**6**	0	**23**		22

Uit bostaande tabelle kan die volgende persentasie deposito betalings teenoor akkommodasie toegeken, vir die onderskeie kampe bevestig word:

- Preekstoel – 32.90%
- Jongensfontein – 79.56%
- Ellensrust – 82.68%
- Witsand Middelkamp – 20.68%

Jongensfontein en Ellensrust karavaanparke beskik oor waglyste. Beskikbare plotte en huisies sal in terme van die Beleid aan persone op die waglys aangebied word vir verhuring.

By Preekstoel sal die beskikbare plotte aan laat aansoekers aangebied word vir verhuring. Daar is egter ‘n waglys vir die chalets.

Witsand Middelkamp beskik ook nie oor ‘n waglys, en laat aansoeke word verwag.

Wat egter ‘n feit is, is dat geen van die kampe aan die bepalings van Oord Reël 5.7.1 voldoen nie, en bepaal Oord Reël 5.7.7, dat aansoeke in sulke gevalle gekanselleer moet word, en daar vanaf die waglys toekennings gemaak word wie daarvoor mag kwalifiseer.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word van kennis geneem.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar is kennis geneem van die inhoud van die verslag.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

<u>Bestuurder Kampe & OHS</u>

Die Komitee moet beraadslaag of bepalings 5.7.1 en 5.7.7 van die Oord Beleid toegepas moet word, spesifiek met betrekking tot Preekstoel, aangesien daar nie ‘n waglys is waarvandaan plotte aan alternatiewe persone wat mag kwalifiseer, aangebied kan word nie.

Jongensfontein en Ellensrust karavaanparke beskik egter oor waglyste, en kan aanvullings daarvandaan gemaak word, ingeval van kansellasie soos volgens bepaling 5.7.7 van die Oord Beleid.

Indien die Oord Beleid nougeset toegepas word, sal dit nie ‘n effek op Jongensfontein en Ellensrust karavaanparke hê nie, aangesien daar waglyste is waarvandaan kansellasies aangevul kan word, maar sal dit ‘n negatiewe effek op Preekstoel se besetting en inkomste hê, deurdat geen waglys vir plotte bestaan nie.

Die Komitee kan as alternatief na die Raad aanbeveel dat die betaling van kampering deposito’s eenmalig finaal tot en met einde Oktober 2026 verleng word, en dat e-posse aan almal diegene gestuur word in die verband. Indien deposito’s nie teen einde Oktober 2026 betaal is nie, sal die aansoek kanselleer word, en verbeur die aansoeker alle fooie wat reeds betaal is teen einde Oktober.

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die inhoud van die verslag.
2. Dat die Raad goedkeuring verleen dat die betaling van kampering deposito’s eenmalig en finaal tot en met einde Oktober 2026 verleng word, en dat e-posse aan almal diegene gestuur word in die verband.
3. Dat reëls 5.7.1 en 5.7.7 soos vervat in die goedgekeurde Hessequa Oord Beleid vir die Desember 2026 vakansie seisoen verslap word.
4. Dat indien deposito’s nie teen einde Oktober 2026 betaal is nie, sal die aansoek kanselleer word, en verbeur die aansoeker alle fooie wat reeds betaal is teen einde Oktober.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder – Mnr ASA De Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Hessequa Oord Beleid

Final Approved Version

HESSEQUA

Munisipaliteit / Municipality

Beleid / Policy:
OORD BELEID

"As Hessequa Municipality our values determine who we are, as we serve our community, we must strive to live our values every day. Our values are: ***Honesty*** *– we must lead by example.* ***Respect*** *– we embrace the diversity of our community and respect each individual.* ***Trust*** *– when we listen to the perspective of others without judgement and act with sincerity, we build trust in the municipality.* ***Caring*** *– it is important to approach work and our community with an attitude of caring.* ***Integrity*** *– remember to do the right thing, even when no one is watching."*

"As Hessequa Munisipaliteit bepaal ons waardes wie ons is, en moet ons daagliks streef om ons waardes uit te leef wanneer ons die Hessequa gemeenskap dien. Ons waardes is: ***Eerlikheid*** *– ons moet 'n voorbeeld vir ander wees. Wees deursigtig in wat jy doen.* ***Respek*** *– ons gryp die diversiteit van ons gemeenskap aan en respekteer elke individu. Respekteer jouself, jou kollegas en die werksplek.* ***Vertroue*** *– Wanneer ons na die perspektiewe van ander luister sonder om te oordeel en met opregtheid optree, bou ons vertroue in die Munisipaliteit.* ***Omgee*** *– dit is belangrik om ons werk en ons gemeenskappe met 'n gesindheid van omgee te benader.* ***Integriteit*** *– onthou om te alle tye die regte dinge te doen."*

"A caring, serving & growing Hessequa"

Goedgekeur / Approved: 25 September 2025

Raadsbesluit / Council's decision: 9.11

HESSEQUA MUNISIPALITEIT
OORD BELEID

INHOUDSOPGAWE

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AANHANGSELS

A: LYS VAN OORDE

B: AANSOEKVORM

C: KLIëNTE TEVREDENHEID

D: TARIEWELYS

1. DOEL

Hessequa Munisipaliteit besit sewe oorde en die doel van die beleid is om die bemarking, ontwikkeling, onderhoud en oordbestuur strategies te rig ten einde die winsgewendheid van die Oorde te laat toeneem sodat al die Oorde teen 'n wins bedryf word. Drie van die oorde is op langtermyn verhuring.

2. OMVANG

Die beleid is van toepassing op al Hessequa Munisipaliteit se oorde soos gelys in Bylae A. Enige afwyking van die beleid moet deur die Munisipale Bestuurder goedgekeur word.

3. AGTERGROND EN STRATEGIESE BELANG

3.1. Agtergrond

3.1.1 'n Langtermyn finansiële plan is vir Hessequa Munisipaliteit opgestel waarin daar onder andere aanbeveel was dat die, wyse waarop die oorde bedryf word, ondersoek word.

3.1.2 In 2015 was die Oorde onderworpe aan 'n werkstudie ondersoek met die spesifieke doel om die wyse waarop die oorde bedryf word te ondersoek en aanbevelings te maak ten einde die oorde se wins te verhoog en om die personeel optimaal aan te wend.

3.2. Strategiese belang

3.2.1. Die oorde is 'n belangrike hulpbron van die Munisipaliteit aangesien dit bekostigbare verblyf op van die gewilde vakansie bestemmings voorsien wat toeganklik is vir plaaslike inwoners en besoekers van regoor Suid-Afrika. Die Nasionale Toerismesektorstrategie (Februarie 2011) beklemtoon die gebruik van die oorde vir die skep van toeganklike en bekostigbare toeriste geriewe.

3.2.2 Oorde het die potensiaal om inkomste vir die Munisipaliteit te genereer. Daarbenewens skep besteding van besoekers ekonomiese versterkingsvoordele in die groter ekonomie, aangesien besoekers geld in die Munisipale area spandeer wat lei tot die skep van werksgeleenthede en ekonomiese ontwikkeling.

3.2.3. Die meeste van Hessequa Munisipaliteit se oorde is geleë langs die kusgebied wat toeriste en inwoners se ervaring van die kuslyn en omliggende natuurgebiede verhoog.

3.2.4. Voorts speel oorde 'n belangrike rol in gemeenskaps-en maatskaplike ontwikkeling deur programme, omgewingsopvoeding sowel as algemene ontspanning en vermaak geleenthede te bied.

3.2.5. Alhoewel daar in die werkstudie verslag aanbeveel was dat sekere oorde gedurende die jaar gesluit moet word en sekere oorde verkoop moet word, word die volgende beginsels aanvaar in 'n poging om die oorde meer winsgewend te bedryf alvorens die voorstelle in die werkstudie verslag oorweeg word:

3.2.5.1. Loods bemarkinginisiatiewe om die besetting syfer van die oorde te verhoog.

3.2.5.2. Sny bedryfsuitgawes by die oorde sodat die uitgawes verlaag sonder om dienslewering negatief te beinvloed.

3.2.5.3. Beperk kapitale opgraderings sovêr moontlik tot bestaande infrastruktuur en nie deur nuwe infrastruktuur te skep wat die bedryfs uitgawes van die Kampe sal verhoog nie.

3.2.5.4. Die aanbied van skoon geriewe wat funksioneel is deur 'n doeltreffende skoonmaakdiens te verrig.

3.2.5.5. Die voorsiening van geriewe wat in 'n goeie kondisie is deur geriewe te onderhou en gebreke effektief en doeltreffend te herstel.

4. REGULATIEWE KONTEKS

4.1. Grondwet van die Republiek van Suid Afrika (1996)

4.1.1. Ingevolge bylae, 5B van die Grondwet word, strande by plaaslike geriewe, parke en ontspanning en openbare ruimtes ingesluit. Die toegang tot strande tesame met basiese toiletgeriewe is 'n verpligte funksie van plaaslike regering.

4.1.2. Bykomende geriewe soos oornagfasiliteite (oorde) is diskresionêre funksies, aangesien dit die gevolg is van 'n strategiese besluit om hulpbronne aan die funksie toe te wys, en nie uit 'n grondwetlike dienslewerings plig spruit nie.

4.2. Wet op Munisipale Stelsel Wet 32 van 2000

4.2.1. Artikel 78(1) van die wet op Munisipale Stelsels bied die grondslag vir besluite oor interne of eksterne meganismes vir dienslewering.

4.2.2. Aangesien 'n oordfunksie 'n diskresionêre funksie is, word 'n Artikel 78(1) studie ingevolge die wet op Munisipale Stelsels nie vereis om bestuurs of konsessie, kontrakte in te stel ten opsigte van die bedryf van oorde deur privaat instansies nie.

4.3. Wet op Munisipale Finansiële Bestuur, Wet 56 van 2003, en die Munisipale Bate oordrag regulasies

4.3.1. Die verlening van 'n reg om eiendomme in Munisipale besit te gebruik of te bestuur word deur die Regulasies oor die oordrag van Munisipale Bates gereguleer.

4.3.2. Die sluit van bestuurskontrakte, konsessiekontrakte of samewerkings ooreenkomste moet volgens die vereistes van die bestuursregulasies geskied. Elke geval sal volgens verdienste beoordeel word en sal die besonderhede van die beoogde regte sowel as die waarde van die eiendomme in ag te neem.

4.4. Wet op Nasionale Omgewingsbestuur, Wet 107 van 1998(NEMA)

4.4.1. 'n Aantal oorde is in omgewingssensitiewe gebiede geleë en moet ooreenkomstig bogenoemde wet bestuur word.

4.5. Hessequa Verordening Insake Klantesorg en Inkomstebestuur, 16 Januarie 2009 (Provinsiale Koerant 6594)

4.5.1. Ingevolge die bepalings van die Verordening Insake Klantesorg en Inkomstebestuur van 16 Julie 2009 (Provinsiale Koerant 6594) word die term "Maand" as volg gedefinieër:

4.5.2. "Maand" beteken een van 12 maande van 'n kalenderjaar.

4.5.3. Enige verwysing na die term "maand" in die Oord Beleid, sal verwys na 'n Kalendermaand, om belyn te wees met die Hessequa Verordening Insake Klantesorg en Inkomstebestuur.

5. BESPREKING VIR 1 DESEMBER TOT 31 JANUARIE

5.1. Aansoekvorm

Alle aansoeke om verblyf moet ingedien word op 'n voltooide amptelike aansoekvorm (Aangeheg as Bylae B tot die beleid), voor of op **31 Maart** van die betrokke jaar waarin die vakansie tydperk voorkom. Die betrokke aansoekvorm is verkrybaar by enige van die Hessequa Oorde of op die Raad se webtuiste www.hessequa.gov.za of op die explorersgarden route webtuiste en op die Raad **se media platvorm.**

5.2. Keuring

Die keuring van die aansoeke sal geskied in die tydperk **1 April tot 30 April** van die betrokke jaar aan die hand van die volgende kriteria:

5.2.1. Die eerste opsie word aan 'n persoon gegee ten opsigte van 'n staanplek/hut indien hy/sy in die vorige jaar die staanplek/hut gehuur het vir 'n tydperk van ten minste 10 nagte EN aansoek doen om vir tenminste 14 nagte aaneenlopend op die staanplek te staan/hut te huur en hy slegs oor kersdag **of** nuwejaarsdag staan.

a) uitgesluit Preekstoel en Witsand Middelkamp
b) maar 21 Jongensfontein
c) 18 Ellensrust
d) 14 Preekstoel en Witsand Middelkamp aaneenlopende nagte indien die aansoeker oor Kersdag **EN** Nuwejaarsdag wil staan.

5.2.2. Nadat alle aansoeke ingevolge die bogenoemde paragraaf geplaas is, sal die oorblywende plotte/hutte toegeken word aan die aansoekers volgens die hoeveelheid nagte waarvoor die aansoekers aansoek doen. In welke geval, aansoeke geplaas sal word van die meeste nagte na die minste nagte.

5.2.3. 'n Staanplek/hut mag toegeken word aan 'n aansoeker al het hy/sy die plot nie aangetoon op die aansoekvorm as sy eerste of tweede keuse nie.

5.3. Waglys

Die aansoekers wie na die keuringsproses nie kwalifiseer vir 'n staanplek of 'n hut nie of wat laat aansoek doen, se naam sal op die waglys geplaas word. Sou daar om enige rede 'n staanplek/hut beskikbaar word, sal die persoon op die waglys wat aansoek gedoen het vir die meeste nagte, geplaas word.

5.4. Wysging van Huurtydperke

Indien enige van die aansoekers vir welke rede ookal hulle tydperk verkort nadat 'n toekenning gemaak is, sal die toekenning van die plot heroorweeg word deur die aansoeker se gewysigde hoeveelheid nagte te vergelyk met die aansoeker met die meeste nagte op die waglys, en indien die aansoeker op waglys vir meer nagte aansoek gedoen het as die gewysigde hoeveelheid nagte van die suksesvolle aansoeker, sal die plot toegeken word aan die aansoeker op die waglys. Geen wysigings aan huurtydperke sal na **30 September** van die betrokke jaar aanvaar word nie. Sou die suksesvolle aansoeker 'n deposito betaal het en nie meer kwalifiseer vir die plot/hut gebaseer op die hoeveelheid nagte nie, sal sy deposito/bedrag wat reeds betaal is terugbetaal word met 'n 15%, administrasieheffing wat deur die Munisipaliteit verhaal sal word van die deposito wat reeds betaal is.

5.5. Bevestiging

Die bevestigingskrywe wat opgestel word sal dien as 'n bevestiging dat die aansoeker se aansoek suksesvol was, en sal binne die eerste week **in Mei** van die betrokke jaar gestuur word aan die suksesvolle aansoekers en sal ten minste die volgende informasie insluit:

Plot/Hut nommer
Datum van aankoms
Datum van vertrek
Hoeveelheid nagte
Tarief per nag
Diverse tariewe (bote, voertuie en addisionele persone)
Totale bedrag betaalbaar

Verwysingsnommer vir inbetaling
Bankbesonderhede

5.6. Opvolgende Desember bespreking

Aansoekers het die opsie indien hulle aansoek doen om dieselfde staanplek/hut te bespreek vir die daaropvolgende Desember as wat die aansoeker die huidige Desember vakansie geokkupeer het, om sy bevestigingskrywe te ontvang teen 29 Februarie van die betrokke jaar. Die aansoeker moet op sy aansoekvorm aandui dat hy/sy die bevestigingskrywe in Februarie wil ontvang.

5.7. Die totale bedrag verskuldig is betaalbaar as volg:

5.7.1. Die eerste betaling van 50% van die totale bedrag teen **31 Augustus** van die betrokke jaar.

5.7.2. Die balans moet voor of **op 31 Oktober** van die betrokke jaar betaal word, uitgesluit Preekstoel en Witsand Middel kamp waar die balans betaalbaar is voor of op **30 November** van die betrokke jaar.

5.7.3. Die bankbesonderhede sowel as die verwysingsnommer vir die inbetaling sal in die bevestigingskrywe voorsien word.

5.7.4. Geen kontant betalings word by enige van die Karavaanparke aanvaar nie, uitgesluit by Preekstoel Karavaanpark waar kontant uitsluitlik ontvang sal word gedurende die Desember skoolvakansie tydperk. Betalings kan deur middel van elektroniese fondsoorplasing gedoen word in die Munisipale bankrekening en daar is 'n debiet en kredietkaart fasiliteit beskikbaar by die oorde. **Die bewys van betaling moet met aankoms getoon word indien die betaling gedoen word deur middel van 'n elektroniese fondsoorplasing. Betalings kan ook by Munisipale kantore gedoen word gedurende Munisipale kantoor ure.**

5.7.5. 'n Afskrif van die oordreëls sowel as die betalingsvoorwaardes sal saam met die bevestigingskrywe aan die suksesvolle aansoekers gestuur word.

5.7.6. Die aansoekers wie se naam op die waglys geplaas is, sal ook skriftelik in kennis gestel word dat hulle naam op 'n waglys is.

5.7.7. 'n Deposito van 50% van die totale verblyfgeld is betaalbaar voor of op **31 Augustus** van die betrokke jaar. Waar depositos nie op **31 Augustus** ontvang is nie, sal die bespreking gekanselleer word en die aansoeker sal skriftelik in kennis gestel word dat sy hut/staanplek gekanselleer is, en sal die hut/staanplek aan die volgende persoon op die waglys wie daarvoor kwalifiseer toegeken word.

5.7.8. Die balans van die verblyfgeld is betaalbaar voor of op **31 Oktober** van die betrokke jaar, behalwe by Preekstoel en Witsand Middelkamp waar die balans voor of op **15 November** van die betrokke jaar betaal moet

word. Waar die volle verblyfgeld nie teen die gespesifiseerde datums vereffen is nie, sal die bespreking, gekanselleer word en die aansoeker sal skriftelik in kennis gestel word van die kansellasie van die plot/hut en die rede vir die kansellasie. Die plot/hut sal aan die volgende persoon op die waglys, toegeken word. In die geval waar 'n persoon se bespreking gekanselleer word weens die nie-betaling van die tweede gedeelte van sy verblyfgeld word alle gelde wat reeds betaal is, verbeur.

5.7.9. Plotte/hutte mag onder geen omstandighede aan 'n persoon oorgedra/onderverhuur word nie, mits daar skriftelike toestemming verleen word deur die Kamp Koördineerder vir die oordrag/onderverhuring van die plotte/hutte nie. In die geval van oordrag/onderverhuring sal die kampeerder se kampgelde verbeur word.

6. BESPREKING VIR PAASNAWEEK EN DIE MAART/APRIL SKOOLVAKANSIES

6.1. Alle aansoek om verblyf gedurende paasnaweek en die Maart/April skoolvakansie moet op n amptelike aansoekvorm voor of op **31 Januarie** van die betrokke jaar ingedien word by die betrokke oord of aan die oord gestuur word per e-pos.

6.2. Die toekening van verblyf sal uitsluitlik oorweeg word volgends die hoeveelheid nagte waarvoor die aansoeker aansoek doen en sal aansoekers wat vir die meeste nagte aansoek doen eerste geplaas word.

6.3. Die keuring van die aansoeke sal geskied binne die eerste week **van Februarie** van die betrokke jaar en sal die suksesvolle aansoeker voor **10 Februarie** van betrokke jaar per bevestigingskrywe ingelig word van die toekening sowel as die betalingsvoorwaardes.

6.4. Die volle bedrag is betaalbaar voor of op **1 Maart** van die betrokke jaar. Sou die suksesvolle aansoeker nie die volle bedrag teen **1 Maart** van die betrokke jaar betaal het nie word die staanplek/hut aan die volgende persoon op die waglys, toegeken.

7. BESPREKINGS VAN HUTTE VIR DIE RES VAN DIE JAAR (UITGESLUIT DESEMBER/JANUARIE EN PAASNAWEEK EN MAART/APRIL SKOOLVAKANSIE)

7.1. Alhoewel besprekings buite finansiële jare aanvaar sal word sal dit onderhewig wees aan die betaling van die tarief van toepassing op datum van aankoms.

7.2. Besprekings vir verblyf in enige van die hutte by die onderskeie oorde kan telefonies, per aansoekvorm, per epos of per faks ingedien word by die betrokke oord.

7.3. Nadat die bespreking ontvang is, sal daar binne 2 werksdae 'n bevestigingskrywe aan die aansoeker tesame met betalings besonderhede voorsien word.

7.4. 'n Deposito van 50% van die totale verblyfgeld is binne 48 uur na uitreiking van die bevestigingskrywe, deur die aansoeker betaalbaar in die bankrekening van die Munisipaliteit. Die uitstaande bedrag moet met aankoms betaal word. Die aansoeker moet die bewys van betaling aan die betrokke kantoor deurstuur, waarna sy bespreking aanvaar sal word.

7.5. Indien die deposito nie binne 48 uur na die uitreiking van die bevestigingskrywe inbetaal is nie, sal die bespreking gekanselleer word.

7.6. Sou die bespreking gemaak word en die tydperk van aankoms is binne 1 tot 3 werksdae na die datum waarop die bespreking gemaak is, geskied die volle betaling by aankoms.

8. BESPREKINGS VIR DIE RES VAN DIE FINANSIËLE JAAR: STAANPLEKKE

8.1. Bespreking op staanplekke sal slegs gedoen word vir groepe wat 5 of meer staanplekke op dieselfde tyd en vir grootliks dieselfde datums bespreek.

8.2. Die groep word as n eenheid hanteer en die verantwoordelike persoon soos deur die groep aangewys, is verantwoordelik vir die aansoek en eenmalige betaling van die kostes namens die groep.

8.3. Alle staanplek besprekings deur groepe sal slegs per amptelike aansoekvorm geskied en die aansoekvorm moet ten minste 20 werksdae voor die datum van beplande aankoms gestuur word aan die spesifieke oord.

8.4. 'n Bevestingsskrywe tesame met betalingsbesonderhede sal binne 2 werksdae vanaf die datum waarop die aansoek ontvang is, aan die aansoeker gestuur word.

8.5. Die volle verblyfgeld moet vyf werksdae voor die aankomsdatum in die Munisipaliteit se bankrekening betaal word en die bewys van betaling moet aan die kantoor gestuur word.

8.6. Indien die betaling nie betyds ontvang word nie, word die bespreking gekanselleer.

8.7. Alhoewel besprekings buite finansiële jare aanvaar sal word sal dit onderhewig wees aan die betaling van die tarief van toepassing op datum van aankoms.

8.8. Geen ander of enkele besprekings van staanplekke word aanvaar en hanteer nie, die beginsel van "eerste in, eerste gehelp" sal geld en die besoeker kies n beskikbare staanplek by aankoms. Dit geld ook vir besoekers wat gebruik wil maak van die maandtarief tensy hulle n groep is wat 5 of meer staanplekke op dieselfde tyd aanvra.

9. ALGEMENE VOORWAARDES

9.1. Alle bespreking is onderhewig aan die beskikbaarheid van hutte en staanplekke.

9.2. Geen persoon word toegelaat tot die oord alvorens hy/sy nie die verblyfgelde ten volle betaal het nie.

9.3. Onvoltooide, verkeerde of onvolledige aansoeke sal nie oorweeg word nie.

9.4. Geen telefoniese besprekings of telefoniese finale bevestigings vir die Desember/Januarie vakansie sal aanvaar word nie.

9.5. In alle gevalle waar die aansoeker nie op die staanplek/hut van sy/haar keuse geplaas kan word nie, sal daardie aansoek ook oorweeg word vir enige ander beskikbare staanplek of hut wat beskikbaar is, indien die aansoeker bevestig dat hy/sy gemaklik is met die staanplek/hut.

9.6. Besprekings word beperk tot 'n aaneenlopende tydperk van 90 dae, per * Oord, per finansiële jaar.

10. OORDREëLS

Die volgende reëls is van toepassing by alle oorde.

Kennisgewing: Besoekers betree die oord en die gebruik van alle geriewe op eie risiko. Die Munisipaliteit en sy werknemers by die onderskeie oorde aanvaar geen verantwoordelikheid vir enige beserings, verlies of skade aan persoon/e, voertuie of enige ander eiendom nie en aanvaar ook nie aanspreeklikheid daarvoor nie. Die reg van toegang word streng binne die onderskeie oorde voorbehou. Oortreding van enige reëls mag lei tot onmiddellike uitsetting deur die Kampe Voorman/aangewese amptenaar.

10.1. Algemeen

10.1.1. Normale aankoms en vertrek tyd vir alle oorde sal as volg wees:
Tussen 14:00 en 16:30 op 'n gegewe dag – aankoms tyd

10:00 – op 'n gegewe dag – Uitboek tyd

10.1.2. Die aankomstyd strek vanaf 14:00 tot 16:30 op die dag van aankoms, en die vertrektyd is nie later as 10:00 op die dag van vertrek nie. Indien aankoms na 16:30 geskied moet die vakansieganger vooraf met die kantoor die nodige reëlings tref. Gedurende piek tye kan die kantoor ure aangepas word volgens die behoefte by 'n spesifieke oord.
Die jarelange tradisie van die "Heidelberg week "te Preekstoel Karavaanpark en die familie saamtrek en groep bespreking, deur die Raad ondersteun word, en dat die kamp jaarliks beskikbaar gestel word tot 20h00 op die vertrekdag van die kampeerders. (gewoonlik die laaste Sondag van "Heidelberg week")

10.1.3. Geen persoon word binne die oord toegelaat indien enige gelde uitstaande is nie.

10.1.4. 'n Deposito, soos deur die Raad vasgestel, is betaalbaar en sal aangewend word as `n Sleutel/afstandbeheer/breekskade deposito. Hierdie deposito sal weer terugbetaal word aan die vakansieganger nadat 'n inspeksie uitgevoer is en daar geen skade of verliese is nie. Die sleutel deposito kan in kontant betaal word met aankoms.

10.1.5. Staanplek/hutte mag onder geen omstandighede onderverhuur word nie.

10.1.6. Die maksimum toegelate persone per staanplek soos aangedui in die tariewelys mag onder geen omstandighede oorskry word nie en die maksimum toegelate persone in die hutte word beperk tot die hoeveelheid beddens in die hut.

10.1.7. Die identifikasie plakker/permit moet tydens die Desember skoolvakansie tydperk ten alle tye sigbaar vertoon word in die voertuig se ruit.

10.1.8. Laat alle geriewe in 'n skoon en netjiese toestand soos waarin u dit ontvang het, deur alle koppies, glase, eetgerei ens wat gebruik is te was NB.

en terug te pak in die kaste en om alle blikkies, bottels en papiere in die asblik wat voorsien word in die hut, te plaas.

10.1.9. Die spoedbeperking binne die oord is 20km/uur. Bestuur asseblief versigtig en gehoorsaam die padtekens.

10.1.10. Die kampeerder in wie se naam die staanplek/hut bespreek is sal verantwoordelik wees vir die gedrag van persone op/in sy staanplek/hut.

10.1.11. Ten einde goeie orde in die oorde te handhaaf word die volgende handelinge verbied:

10.1.11.1. Die gebruik van taal of die verrigting van enige handeling wat daarop bereken is om goeie orde te versteur,

10.1.11.2. Die veroorsaking van steurings deur bakleiery, geskree, getwis of gesing en drankmisbruik.

10.1.11.3. Die maak, voorsien of weergee van enige musiek op so manier wat inmeng met die rustigheid, die gerief en vrede van die kampeerders/bewoners of die algemene publiek nie.

10.1.11.4. Radio's en TV toestelle moet ten alle tye sag gestel wees.

10.1.11.5. Stilte na 23h00, uitgesluit oujaarsaand.

10.1.11.6. Enige Munisipale Verordening van Hessequa Munisipaliteit oortree nie.

10.1.12. Geen troeteldiere (soogdiere, reptiele, visse of amfibieë) word toegelaat nie.

10.1.13. Geen vuurwerke mag in kampterrein afgevuur word nie.

10.1.14. Bome en plantegroei mag nie beskadig word nie.

10.1.15. Persone mag nie op die wasbakke by gerieweblokke sit nie.

10.1.16. Geen grond vure word toegelaat nie. Bring u eie staanbraai en rooster.

10.1.17. Vure mag slegs op geboude braaiplekke/mobiele braaiers gemaak word.

10.1.18. Geen warm as mag in vullisdromme of op die grond gestort word nie.

10.1.19. Geen tuinslange vir die was van voertuie, bote, karavane of sleepwaens mag gebruik word nie.

10.1.20. Kinders onder 8 jaar moet deur hul ouers na die gerieweblok vergesel word.

10.1.21. Geen gespelery of gehardloop in badkamers/opwasplekke nie.

10.1.22. Alle karavane moet toegerus wees met 'n brandblusser(getoets & SABS goedgekeur)

10.1.23. Geen vorm van handeldryf (besigheid) word in oord toegelaat nie behalwe by die perseel wat verhuur word as 'n kiosk.

10.1.24. Geen elektriese verlengingskoorde/antennas/DSTV koorde mag oor paaie gelê word nie.

10.1.25. Vis mag slegs op aangewese plekke skoon gemaak word.

10.1.26. Geen slag/doodmaak/verwerking van enige dier/voël of enige lewende dier word in oord toegelaat nie.

10.1.27. Algemene reël, binne die grense van die oord, het voetgangers die reg van weg.

10.1.28. Geen persoon mag enige plakaat op Munisipale eiendom binne die oord aanbring nie.

10.1.29. Geen persoon mag enige handeling pleeg wat enige besering aan 'n ander persoon kan veroorsaak nie, of die beskadiging of verwoesting van enige eiendom of die gebruik van enige brandbestrydings toerusting of noodtoerusting anders as vir die gebruik in noodtoestande.

10.1.30. Geen persoon mag op enige ander plek urineer, ontlas of "porta potties" leegmaak as in die aangewese ablusiegeriewe vir die doel voorsien nie.

10.1.31. Geen persoon mag kaal of met onbetaamlike kleredrag buite 'n aantrekkamer, toilet of in die publiek verskyn nie.

10.1.32. Indien die oord oor 'n dansbaan beskik mag musiek op sekere aande tot 24:00 gespeel word met vooraf goedkeuring vanaf Bestuurder Kampe.

10.1.33. Besoekers van kampeerders sal alleenlik toegelaat word as reëlings vooraf met kantoor getref word wat insluit:

10.1.33.1. Doel van besoek moet verklaar word.

10.1.33.2. Besoekers moet die perseel verlaat nie later as 24:00 nie, uitgesluit oujaarsaand. Geen voertuie van besoekers mag in die Oord toegelaat word op oujaarsaand nie.

10.1.33.3. Geen besoeker sal toegelaat word om te oornag, sonder die toestemming van die Kamp Klerk en teen die betaling van die addisionele tarief soos uiteengesit in die Raad se tariewe lys nie.

10.1.33.4. Besoekers moet buite die oord parkeer, behalwe indien die Klerk bevestig dat daar voldoende spasie beskikbaar is op 'n staanplek/by 'n hut binne die Karavaanpark vir die voertuig om op te parkeer.

10.1.34. Een woonwa met twee aanslaantente en 2 klein "dome" tente word toegelaat per staanplek anders slegs 3 "dome" tente. Die grense van die staanplek mag nooit oorskry word nie.

10.1.35. Vullishouers moet op die straatfront gedeelte gehou word vir maklike verwydering van vullis.

10.1.36. Ablusieblokke wat in die buite seisoen gesluit word, mag nie gebruik word nie en sal die beskikbare ablusieblokke aan u uitgewys word by aankoms.

10.1.37. Staanplekke wat afgespêr is, mag nie gebruik word nie.

10.1.38. Geen los solide grondseile word toegelaat nie, slegs skadu-nette tipe grondseile.

10.1.39. Indien die besoeker enige van die oordreëls oortree kan die plasingsbeampte die besoeker versoek om die Karavaanpark te verlaat en indien die persoon/e nie die Karavaanpark vrywilliglik wil verlaat nie kan die persone verwyder word met behulp van wetstoepassers en/of die S.A.P.D. Geen terugbetaling van enige gelde sal gemaak word aan die besoeker indien hy/sy uit die Oord gesit word weens die nie-nakoming van reëls nie en die besoeker sal verbied word tot verdere toegang binne die Karavaanparke van Hessequa Munisipaliteit.

10.1.40. Indien 'n Karavaan/Tent staanplek nie skoon en netjies agtergelaat word nadat die kamp periode van 'n kampeerder verstryk het nie, sal aan die kampeerder 'n boete opgelê word soos vervat in die Raad se goedgekeurde Tariewe lys.

Nuut ingevoeg.

10.2. Hutte

10.2.1. Geen tente/woonwaens of enige ander mobiele woonwa eenhede word by hutte toegelaat nie.

10.2.2. Die vakansiegangers is self verantwoordelik vir die voorsiening van beddegoed, skoonmaakmiddels en 'n braai rooster.

10.2.3. Die inventaris items van die hut moet by aankoms deur die huurder nagegaan word en alle tekorte of gebreke moet onmiddellik gerapporteer word by die kantoor. By versuim om die inventaris lys na te gaan en daar ontstaan tekorte of gebreke, kan die kostes vir die vervanging daarvan onmiddellik van die huurder se deposito verhaal word. NB

10.2.4. Indien 'n hut onnet of vuil agtergelaat word sal 50% van die deposito teruggehou word.

10.2.5. Breekskade deposito sal vir enige gebreke by 'n hut aangewend word, indien die skade egter groter is as die deposito, sal die uitstaande kostes van die vakansieganger verhaal word.

10.2.6. Geen huisraad, eetgerei, linne of toerusting mag uit die hutte verwyder word nie.

10.2.7. Vervanging van breekware moet vooraf met die Kampe Voorman bespreek word indien die vakansieganger breekware in die hut breek en dit self wil vervang.

10.3. Sleutels/afstandbeheer

10.3.1. Indien sleutels en afstandbeheer kontroles nie op die dag van vertrek ingehandig word nie, sal die deposito verbeur word.

10.3.2. Afstandbeheer kontroles mag slegs gebruik word om die oorde binne te kom of te verlaat. Misbruik daarvan sal u, u deposito laat verbeur en u voertuig moet buite die oord geparkeer word.

10.3.3. U mag nie sonder toestemming die hekke oopmaak en persone en/of ander voertuie toelaat tot die oord nie.

10.3.4. Enige verlore/vermiste/gesteelde/stukkende afstandbeheer kontroles sal herstel of vervang word uit die betrokke deposito.

10.3.5. Slegs een afstandbeheer kontrole per staanplek/hut sal uitgereik word.

10.3.6. Gerieweblok sleutels en afstandbeheer kontroles is en bly die eiendom van die Munisipaliteit en moet by vertrek ingehandig word.

10.4. <u>Voertuie</u>

10.4.1. Geen privaat vragmotor of enige swaarvoertuig word in oord toegelaat nie. Parkeerruimte (indien beskikbaar) soos aangedui by oord moet gebruik word. Nie van toepassing op noodvoertuie en mobiele motorhuise nie.

10.4.2. Slegs een motor per staanplek/hut word toegelaat. 'n Tweede voertuig en/of boot word toegelaat teen die betaling van 'n tarief soos in die Raad se tariewelys, met die goedkeuring van die Oordbestuurder indien spasie beskikbaar is op die staanplek.

10.4.3. Geen motorfietse, bromponies, vierwiel motorfiets of driewiel motorfietse mag binne die oord bestuur word nie.

10.4.4. Geen herstelwerk of diens aan enige voertuig mag binne die oord

10.4.5. gedoen word nie, behalwe vir die doel om die voertuig weg te sleep.

10.5. Kansellasies en Terugbetaling van kampeer en hut gelde

10.5.1. Vooruit besprekings wat gekanselleer word sal slegs terugbetaal word, by ontvangs van 'n skriftelike aansoek en sal die volgende persentasie van die totale gelde wat reeds betaal is, as administratiewe koste, verhaal word van die bedrag:

10.5.1.1. Indien 'n aansoeker wat suksesvol geplaas is vir Desember/Januarie huisvesting sy bespreking voor of op 31 Oktober, kanselleer sal 25% van die bedrag wat reeds betaal is terug gehou word deur die Munisipaliteit as administrasiekoste.

10.5.1.2. Geen terugbetaling van verblyfgeld sal gemaak word vir diegene wat hul verblyf vir Desember/Januarie na 31 Oktober kanselleer nie of wat nie die tweede gedeelte van hulle verblyf gelde teen 31 Oktober of 15 November in die geval van Preekstoel en die Witsand Middelkamp betaal het nie en die bespreking as gekanselleer beskou word deur die Munisipaliteit, behalwe in die geval van 'n sterfte (doodsertifikaat of 'n beëdigde verklaring moet voorsien word), mediese redes (mediese sertifikaat moet voorsien word) of enige ander saak (bewys deur S.A.P.D verslag/saak nommer), sal 'n 25% administrasiefooi gehef word.

10.5.1.3. Die bedrag wat terugbetaalbaar is aan die aansoeker sal binne 'n tydperk van 14 werksdae vanaf die datum waarop die kansellasieskrywe deur 'n Munisipale amptenaar ontvang is, betaal word.

10.5.1.4. Indien 'n aansoeker sy staanplek/hut wat aan hom/haar toegeken is vir Paasnaweek en/of die Maart/April skoolvakansie10 kalenderdae voor die persoon se aankoms datum volgens die aansoekvorm kanselleer word 50% as administratiewe koste verhaal van die bedrag wat reeds betaal is en indien die aansoeker

minder as 10 dae voor die datum van aankoms sy bespreking kanselleer word die volle bedrag wat reeds betaal is verbeur.

10.5.1.5. Vir kansellasies wat nie hanteer kan word ingevolge die bostaande paragrawe nie, sal 'n administrasie heffing van 25% van die volle huurgeld wat reeds betaal is, verhaal word.

10.5.2. Indien 'n bewoner van 'n staanplek/hut vroeër vertrek as die vertrek datum op sy aansoekvorm word geen terugbetaling van die van oorblywende nagte gedoen nie.

11. BEMARKING

Oordgebruik is tans seisoenaal, en bereik 'n hoogtepunt oor Kers- en Paastyd. Kampeergeriewe word weining in die wintermaande gebruik, terwyl selfsorgeenhede meer geskik is vir heeljaarse besetting. Die uitdaging is om oordgebruik te verhoog dat die selfsorgeenhede buite seisoentyd meer benut word. Die strategiese bemarking van die oorde deur die korrekte teikenmark te bereik sal saam met die ander strategieë in die beleid bydra tot die verhoging in die besettingssyfer van die oorde in die buite seisoen tydperk.

Die volgende kommunikasie kanale soos vervat in die Raad se Kommunikasie Beleid kan toegepas word met bemarking van die oorde naamlik:

11.1 Gedrukte media:

11.1.1. Plaas van berigte in die plaaslike/streek en nasionale koerant.

11.1.2. Stuur oord verwante nuus saam met Munisipale rekeninge aan die inwoners van Hessequa omgewing.

11.1.3. Stuur van verwante nuus aan woonwaklubs en Oordverenigings.

11.2. Elektroniese bemarking:

11.2.1. Hessequa webtuiste.

11.2.2. Hessequa facebook blad.

11.2.3. Explorers Garden route webtuiste.

11.2.4. Eksterne besighede/verenigings wat die Oorde namens die Munisipaliteit bemark
(lekkeslaap en Wes Kaap oord verening.)

12. TARIEWE

Die tariewe by die Oorde is geskoei op die goedgekeurde Tariewelys van die relevante finansiële jaar soos per aanhangsel D.

AANHANGSEL A

LYS VAN OORDE

NAAM VAN OORD	AANTAL STAANPLEKKE	AANTAL HUTTE	ABLUSIE GEBOUE	JEUGHERBERG
Jongensfontein	116	17	3	-
Ellensrust	338	21	5	-
Preekstoel	409	14	13	1
Witsand Middelkamp	50	1	2	-

AANHANGSEL B

Aansoekvorm

HESSEQUA MUNISIPALITEIT

Aansoeke kan aan die volgende e-pos adres gerig word of kan by die spesifieke Oord ingedien word:

Ellensrust:	ellensrust@hessequa.gov.za	**Preekstoel:**	preekstoel@hessequa.gov.za
Witsand Middelkamp:	witsand@hessequa.gov.za	**Jongensfontein**	jft@hessequa.gov.za

AANSOEK OM VAKANSIEVERBLYF

AANSOEKER:	

ID NO:													

(Kopie van Aansoeker se Identiteitsdokument moet aansoekvorm vergesel)

Sel:		Tel:	
E-Pos:		Faks:	
Posadres:		Woonadres:	

Aantal Voertuie:		Motor Regnrs:	

Ander Okkupeerders:				
	TITEL	V/LETTERS	VAN	I.D.NR.
2.				
3.				
4.				
5.				
6.				

Hoeveel jaar kamp U al in die kamp waarvoor u aansoek [ ] doen?

Aantal volwassenes:		Kinders jonger as 18:	
Datum van aankoms:	...../...../.....		
Datum van vertrek:	...../...../.....		

- MERK MET 'N **X** BY KEUSE VAN HUT OF STAANPLEK.
- Dui u EERSTE en TWEEDE keuse MET **nommer** van hut en of staanplek aan.

NB. MERK DUIDELIK BY WATTER KAMPEERTERREIN AANSOEK GEDOEN WORD

Kampeerterrein	Staanplek Nr	Hut Nr	1ste Keuse	2de Keuse
Ellensrust				
Preekstoel				
Jongensfontein				
Witsand-Middel				

Slegs vir kantoor gebruik:

Datum ontvang: .....
Hut/Staanplek toegeken:.....
Aantal dae: .....
Vanaf ..... Tot .....
Deposito: =R.....
Finale bedrag: =R.....
TOTAAL: =R.....

Algemene voorwaardes en reëls rakende hierdie aansoek:

1. **GEEN troeteldiere en motorfietse** van enige aard word toegelaat binne die Oord nie.
2. **U betree die oord op eie risiko.** Die Raad en amptenare van die Munisipaliteit aanvaar geen verantwoordelikheid vir enige beserings, verlies of skade aan persoon/persone en/of voertuie of enige ander eiendom nie en kan ook nie aanspreeklik gehou word nie.
3. Die toekening van aansoeke is **finaal** en geen korrespondensie of mondelinge terugvoering sal na die tyd gedoen word nie. Suksesvolle aansoekers sal wel per bevestingskrywe ingelig word.
4. Die Plasingsbeampte behou die reg voor om aansoeke te wysig, te korrigeer, aan te pas, en/of te kanselleer.
5. Die oordreëls moet **ten alle tye** gehoorsaam en nagekom word. Enige iemand wat nie die reëls gehoorsaam nie, sal onmiddelik die Oord moet verlaat sonder dat enige gedeelte van die kampgelde terugbetaal sal word.
6. Indien u die aansoek by die Munisipale Kantoor indien is dit u verantwoordelikheid om die aansoekvorm register wat beskikbaar is by die Kantoor te voltooi ter bewys dat u die aansoek ingedien het.
7. Indien enige van u kontakbesonderhede of posadres verander nadat u die aansoekvorm ingedien het, stuur asb u gewysigde kontakbesonderhede of posadres aan die Munisipaliteit sodat toekomstige korrespondensie u bereik.
8. Ek en my mede kampeerders op my staanplek verbind my tot die oordreëls soos beskikbaar by die Munisipale Oorde en op die Munisipale webtuiste by www.hessequa.gov.za

Handtekening (Aansoeker) ..... Datum: .....

AANHANGSEL C

KWALITEITSOPNAME VAN KAMPEERTEREINE

WITSAND MIDDELKAMP	☐	ELLENSRUST	☐		
PREEKSTOEL	☐	BEVERLY HILLS	☐	JONGENSFONTEIN	☐

	SKAAL				
OPNAME ITEMS	SWAK - 1	GOED			UITSTEKKEND - 5
	PUNTE				
	1	2	3	4	5
1. Reserverings proses					
2. Beskikbaarheid van personeel tydens besprekingsproses					
3. Verwelkoming ervaring					
4. Vriendelikheid van personeel					
5. Die inhoud van die chalets (tafels, stoele, eetgerei, ens.)					
6. Toestand van geboue (binne en buite)					
7. Netheid van kampeerterrein.					
8. Netheid van ablusiegeriewe en chalets.					
9. Sekuriteit en veiligheid.					
10. Waarskynlikheid om terug te keer.					

Enige ander kommentaar of aanbevelings?

Naam					
Kontak besonderhede					
Chalet/Stanplek/Plot	Nommer				

Dankie dat u die tyd geneem het om die vraelys te voltooi. Handig asseblief die vraelys by die kantoor in.

AANHANGSEL D

TARIEWE

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

ELLENSRUST CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 540,00	R 604,00	R 631,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Bungalow No. 5 - 8 and 1 + 16 (Sleeps 4 persons per unit)	R 1 260,00	R 800,00	R 1 357,00	R 848,00	R 1 418,00	R 886,00
Bungalow No. 9 + 10 (Sleeps 6 persons per unit - two bedrooms)	R 2 390,00	R 1 260,00	R 2 533,00	R 1 336,00	R 2 647,00	R 1 396,00
Bungalow No. 11, 12, 14 + 15 (Sleeps 4 persons per unit)	R 1 500,00	R 870,00	R 1 590,00	R 922,00	R 1 662,00	R 963,00
Bungalow No. 18 - 21 (Sleeps 4 persons per unit - two bedrooms)	R 1 500,00	R 880,00	R 1 590,00	R 933,00	R 1 662,00	R 975,00
Bungalow No. 2 - 4 (Sleeps 4 persons per unit) - (Rondawel)	R 1 040,00	R 730,00	R 1 102,00	R 774,00	R 1 152,00	R 809,00
Bungalow 13 + 17 (Sleeps 5 persons per unit - two bedrooms)	R 1 970,00	R 1 060,00	R 2 088,00	R 1 124,00	R 2 182,00	R 1 175,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00
Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00

Campsites with electricity	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Caravans and tents (the tariff is for a max. of of 6 persons per stand + 1 vehicle)/night	R 730,00	R 330,00	R 774,00	R 350,00	R 809,00	R 366,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands / chalets or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only	70%	70%	70% NEW

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
		Season	Out of season	Season	Out of season	Season	Out of season
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays	Per additional person	-	R2 920 / R1 440	-	R1 526		R1 595
Additional person that overnights (max. 8 per stand)	Per person	R 140,00	R 40,00	R 148,00	R 40,00	R 155,00	R 42,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 42,00	R 42,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 523,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

PREEKSTOEL CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS AND YOUTH HOSTEL (no VAT)	R 850,00	R 901,00	R 942,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
6 x A-Type (Sleeps 6 persons per unit)	R 1 110,00	R 700,00	R 1 177,00	R 742,00	R 1 230,00	R 775,00
2 x B-Type (Sleeps 6 persons per unit)	R 1 110,00	R 700,00	R 1 177,00	R 742,00	R 1 230,00	R 775,00
2 x C-Type (Sleeps 8 persons per unit)	R 1 230,00	R 920,00	R 1 304,00	R 975,00	R 1 363,00	R 1 019,00
C3 and C4 (Sleep 8 persons per unit)	R 1 600,00	R 1 140,00	R 1 696,00	R 1 208,00	R 1 772,00	R 1 262,00
C5 and C6 (Sleep 8 persons per unit) - With Balcony	R 1 680,00	R 1 350,00	R 1 781,00	R 1 431,00	R 1 861,00	R 1 495,00
YOUTH HOSTEL (FAMILIES)	Season	Out of season	Season	Out of season	Season	Out of season
Youth Hostel 1 & 2 + Kitchen - (Sleeps 20 persons)	R 860,00	R 570,00	R 912,00	R 604,00	R 953,00	R 631,00
Youth Hostel 3 & 4 + Kitchen - (Sleeps 20 persons)	R860,00	R570,00	R912,00	R604,00	R953,00	R631,00
Youth Hostel 5 & 6 + Kitchen - (Sleeps 12 persons)	R 750,00	R 550,00	R 795,00	R 583,00	R 831,00	R 609,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00
Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00
Campsites with electricity	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Caravans - with power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 600,00	R 320,00	R 636,00	R 339,00	R 665,00	R 354,00
- without power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 430,00	R 240,00	R 455,00	R 254,00	R 475,00	R 265,00

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

Tents - special demarcated area	R 430,00	R 240,00	R 455,00	R 254,00	R 475,00	R 265,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		75%	75%

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
		Season	Out of season	Season	Out of season	Season	Out of season
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Per additional person	-	R2 350 / R1 160	-	R1 230	-	R1 285
Additional person that overnights (max. 8 per stand)	Per person	R 60,00	R 40,00	R 60,00	R 40,00	R 60,00	R 40,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 42,00	R 42,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 525,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

JONGENSFONTEIN CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal time	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 940,00	R 996,00	R 1 041,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
17 - 18 (Sleeps 6 persons per unit) (Two bedrooms)	R 2 400,00	R 1 360,00	R 2 544,00	R 1 442,00	R 2 658,00	R 1 507,00
1 - 16 (Sleeps 5 persons per unit)	R 1 840,00	R 1 060,00	R 1 950,00	R 1 124,00	R 2 038,00	R 2 130,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00
	2025/2026		2026/2027		2027/2028	
Campsites with electricity	Season	Out of season	Season	Out of season	Season	Out of season
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 850,00	R 380,00	R 901,00	R 403,00	R 942,00	R 421,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands / chalets or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		68%	68%

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Per additional person		R3580/ R1770	-	R1 876	-	R1 960
Additional person that overnights (max. 8 per stand)	Per person	R 160,00	R 70,00	R 170,00	R 70,00	R 178,00	R 70,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 40,00	R 40,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 525,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

WITSAND MIDDLE CAMP

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 550,00	R 583,00	R 609,00

1. CHALETS

	2025/2026		2026/2027		2027/2028	
CHALETS	Season	Out of season	Season	Out of season	Season	Out of season
1 Chalet (2 bedrooms) - Sleeps 5	R 800,00	R 650,00	R 848,00	R 689,00	R 886,00	R 720,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 120,00	R 120,00	R 127,00	R 127,00	R 133,00	R 133,00

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 370,00	R 410,00	R 387,00

	2025/2026		2026/2027		2027/2028	
Middle camp electricity included	**Season**	**Out of season**	**Season**	**Out of season**	**Season**	**Out of season**
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 551,00	R 327,00	R 584,00	R 347,00	R 610,00	R 363,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
5 stands or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		75%	75%

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
		Season	**Out of season**	**Season**	**Out of season**	**Season**	**Out of season**
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Pe additional person	-	R2 350 / R1 170	-	R1 240	-	R1 296
Additional person that overnights - middle camp (max. 8 per stand)	Per person	R 120,00	R 80,00	R 127,00	R 85,00	R 133,00	R 89,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 60,00	R 60,00	R 60,00	R 60,00	R 60,00	R 60,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable					R500	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

ELLENSRUST CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 540,00	R 604,00	R 631,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Bungalow No. 5 - 8 and 1 + 16 (Sleeps 4 persons per unit)	R 1 280,00	R 800,00	R 1 357,00	R 848,00	R 1 418,00	R 886,00
Bungalow No. 9 + 10 (Sleeps 6 persons per unit - two bedrooms)	R 2 390,00	R 1 260,00	R 2 533,00	R 1 336,00	R 2 647,00	R 1 396,00
Bungalow No. 11, 12, 14 + 15 (Sleeps 4 persons per unit)	R 1 500,00	R 870,00	R 1 590,00	R 922,00	R 1 662,00	R 963,00
Bungalow No. 18 - 21 (Sleeps 4 persons per unit - two bedrooms)	R 1 500,00	R 880,00	R 1 590,00	R 933,00	R 1 662,00	R 975,00
Bungalow No. 2 - 4 (Sleeps 4 persons per unit) - (Rondawel)	R 1 040,00	R 730,00	R 1 102,00	R 774,00	R 1 152,00	R 809,00
Bungalow 13 + 17 (Sleeps 5 persons per unit - two bedrooms)	R 1 970,00	R 1 060,00	R 2 088,00	R 1 124,00	R 2 182,00	R 1 175,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00
Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00

Campsites with electricity	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Caravans and tents (the tariff is for a max. of of 6 persons per stand + 1 vehicle)/night	R 730,00	R 330,00	R 774,00	R 350,00	R 809,00	R 366,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands / chalets or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only	70%	70%	70% NEW

HESSEQUA MUNICIPALITY
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CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
		Season	Out of season	Season	Out of season	Season	Out of season
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Per additional person	-	R2 920 / R1 440	-	R1 526		R1 595
Additional person that overnights (max. 8 per stand)	Per person	R 140,00	R 40,00	R 148,00	R 40,00	R 155,00	R 42,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 42,00	R 42,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 529,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

PREEKSTOEL CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS AND YOUTH HOSTEL (no VAT)	R 850,00	R 901,00	R 942,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
6 x A-Type (Sleeps 6 persons per unit)	R 1 110,00	R 700,00	R 1 177,00	R 742,00	R 1 230,00	R 775,00
2 x B-Type (Sleeps 6 persons per unit)	R 1 110,00	R 700,00	R 1 177,00	R 742,00	R 1 230,00	R 775,00
2 x C-Type (Sleeps 8 persons per unit)	R 1 230,00	R 920,00	R 1 304,00	R 975,00	R 1 363,00	R 1 019,00
C3 and C4 (Sleep 8 persons per unit)	R 1 600,00	R 1 140,00	R 1 696,00	R 1 208,00	R 1 772,00	R 1 262,00
C5 and C6 (Sleep 8 persons per unit) - With Balcony	R 1 680,00	R 1 350,00	R 1 781,00	R 1 431,00	R 1 861,00	R 1 495,00
YOUTH HOSTEL (FAMILIES)	Season	Out of season	Season	Out of season	Season	Out of season
Youth Hostel 1 & 2 + Kitchen - (Sleeps 20 persons)	R 860,00	R 570,00	R 912,00	R 604,00	R 953,00	R 631,00
Youth Hostel 3 & 4 + Kitchen - (Sleeps 20 persons)	R860,00	R570,00	R912,00	R604,00	R953,00	R631,00
Youth Hostel 5 & 6 + Kitchen - (Sleeps 12 persons)	R 750,00	R 550,00	R 795,00	R 583,00	R 831,00	R 609,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00
Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00
Campsites with electricity	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Caravans - with power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 600,00	R 320,00	R 636,00	R 339,00	R 665,00	R 354,00
- without power (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 430,00	R 240,00	R 455,00	R 254,00	R 475,00	R 265,00

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Tariffs: VAT included / per day, except where otherwise indicated

Tents - special demarcated area	R 430,00	R 240,00	R 455,00	R 254,00	R 475,00	R 265,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		75%	75%

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
		Season	Out of season	Season	Out of season	Season	Out of season
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays	Per additional person	-	R2 350 / R1 160	-	R1 230	-	R1 285
Additional person that overnights (max. 8 per stand)	Per person	R 60,00	R 40,00	R 60,00	R 40,00	R 60,00	R 40,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 42,00	R 42,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 525,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

JONGENSFONTEIN CAMPSITE

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal time	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 940,00	R 996,00	R 1 041,00

1. CHALETS AND BUNGALOWS

CHALETS AND BUNGALOWS	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
17 - 18 (Sleeps 6 persons per unit) (Two bedrooms)	R 2 400,00	R 1 360,00	R 2 544,00	R 1 442,00	R 2 658,00	R 1 507,00
1 - 16 (Sleeps 5 persons per unit)	R 1 840,00	R 1 060,00	R 1 950,00	R 1 124,00	R 2 038,00	R 2 130,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00	R 70,00

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 392,00	R 410,00	R 410,00
	2025/2026		2026/2027		2027/2028	
Campsites with electricity	Season	Out of season	Season	Out of season	Season	Out of season
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 850,00	R 380,00	R 901,00	R 403,00	R 942,00	R 421,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
		Out of season	Out of season	Out of season
5 stands / chalets or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		68%	68%

4. OTHER TARIFFS

		2025/2026		2026/2027		2027/2028	
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Per additional person		R3580/ R1770	-	R1 876	-	R1 960
Additional person that overnights (max. 8 per stand)	Per person	R 160,00	R 70,00	R 170,00	R 70,00	R 178,00	R 70,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 40,00	R 40,00	R 40,00	R 40,00	R 40,00	R 40,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable			R 500,00		R 523,00	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

WITSAND MIDDLE CAMP

*All tariffs are per night, except where otherwise indicated
*School holidays refer to the Western Cape Education Department's school holiday calendar

Seasonal times:

Seasonal times	From 1 December to the end of the December school holidays. (As per official approved Western Cape school holiday calender - The interpretation of the date is when the learners are going back to school.)
Out of season	Rest of the year

	2025/2026	2026/2027	2027/2028
DEPOSIT: CHALETS (no VAT)	R 550,00	R 583,00	R 609,00

1. CHALETS

	2025/2026		2026/2027		2027/2028	
CHALETS	Season	Out of season	Season	Out of season	Season	Out of season
1 Chalet (2 bedrooms) - Sleeps 5	R 800,00	R 650,00	R 848,00	R 689,00	R 886,00	R 720,00

2. DEPOSIT AND CAMPSITES

	2025/2026		2026/2027		2027/2028	
	Season	Out of season	Season	Out of season	Season	Out of season
Key deposit/extra key (no VAT)	R 120,00	R 120,00	R 127,00	R 127,00	R 133,00	R 133,00

HESSEQUA MUNICIPALITY
FINAL
CAMP / RESORT TARIFFS 2026/2027
Tariffs: VAT included / per day, except where otherwise indicated

Remote/tag (no VAT)	R 370,00	R 370,00	R 392,00	R 370,00	R 410,00	R 387,00

Middle camp electricity included	2025/2026 Season	2025/2026 Out of season	2026/2027 Season	2026/2027 Out of season	2027/2028 Season	2027/2028 Out of season
Caravans and tents (the tariff is for a max. of 6 persons per stand + 1 vehicle)	R 551,00	R 327,00	R 584,00	R 347,00	R 610,00	R 363,00

3. REBATES (only one rebate is granted and applies only to out of season tariffs - excluding March/April school holidays and Easter weekend)

		2025/2026	2026/2027	2027/2028
5 stands or more		20%	20%	20%
Church groups / sports clubs / cultural organisations	10 - 100 persons	20%	20%	20%
Church groups / sports clubs / cultural organisations	100 and more persons	30%	30%	30%
Pensioners and/or persons older than 60 years		25%	25%	25%
Caravan clubs that book 15 and more stands		25%	25%	25%
5 - 14 nights	(Applies to all Bookings excl. Day visitors)	30%	30%	30%
14 - 29 nights	(Applies to all Bookings excl. Day visitors)	35%	35%	35%
30 - 90 nights (max 2 people)	Applicable for Caravan / Camping Sites only		75%	75%

4. OTHER TARIFFS

		2025/2026 Season	2025/2026 Out of season	2026/2027 Season	2026/2027 Out of season	2027/2028 Season	2027/2028 Out of season
Day visitors (Except In-Season period no vehicles allowed in camp)	Per vehicle	-	R 40,00	-	R 40,00	-	R 40,00
Day visitors (Per person per day as per Camp Policy)	Per person	-	R 30,00	-	R 30,00	-	R 30,00
Monthly tariff for Long-term rental discontinued, but tariff per additional person (maximum 2) still applicable per month (full charge for part of month): Not available during December school holidays.	Pe additional person	-	R2 350 / R1 170	-	R1 240	-	R1 296
Additional person that overnights - middle camp (max. 8 per stand)	Per person	R 120,00	R 80,00	R 127,00	R 85,00	R 133,00	R 89,00
Additional vehicle or boat per stand (max. 1 per stand subject to space)	Per day	R 60,00	R 60,00	R 60,00	R 60,00	R 60,00	R 60,00
Penalty Fee - Caravan/Tent plot not cleared up after camping period expired	Once-off & Non-Refundable					R500	

5. GENERAL

All rentals are subject to the provisions of the Camp Rules.

HESSEQUA KAMPE – KAMPE TARIEWE ITEM – MAAND STAAN KAMPEERDERS

Raadsvergadering: 30 Julie 2025

Besluit 6.16:

1. Dat die Raad die toevoeging van die onderstaande kortings tot die 2025/2026 tariewe lys, goedkeur, welke van toepassing sal wees op die dagtarief vir kampeerders wat vir 30 – 90 aaneenlopende nagte in een van die onderstaande se karavaanparke, kampeer, met effek 1 Augustus 2025:

   Jongensfontein karavaanpark:

   Korting = 68%

   Ellensrust karavaanpark:

   Korting = 70%

   Preekstoel karavaanpark:

   Korting = 75%

   Witsand Middelkamp

   Korting = 75%

2. Dat die maand tariewe vir staanplekke in die Raad se karavaanparke soos goedgekeur deur die Raad en vervat is in die 2025/2026 tariewe lys, slegs van toepassing sal wees wanneer kampeerders staanplekke bespreek vir 'n kalendermaand (vanaf die eerste dag tot die laaste dag van die betrokke maand), vooruitwerkend vanaf 1 Augustus 2025.

3. Dat die kortings soos uiteengesit onder aanbeveling nommer 1 van toepassing sal wees indien kampeerders staanplekke bespreek vir 30 – 90 aaneenlopende nagte en dat die korting persentasie toegepas sal word op die dag tarief soos vervat in die Raad se goedgekeurde tariewe lys vir die betrokke finansiële jaar.

4. Dat die kampeerders slegs vir een tipe korting soos uiteengesit in die Raad se tariewe lys kwalifiseer en dat in gevalle waar kampeerders vir twee tipes korting kwalifiseer, die hoogste moontlike korting persentasie waarvoor die kampeerder kwalifiseer, aan hom/haar toegestaan word.

HESSEQUA

Munisipaliteit/Municipality/U Masipala

RIVERSDAL
Tel : 028 7132418
Faks : 028 713 3146
Posbus 29, RIVERSDAL, 6670
E-pos : mm@hessequa.gov.za

MEMORANDUM

AAN : **WITSAND, GOURITSMOND, TAKKIESKLOOF, PREEKSTOEL, ELLENSRUST, JONGENSFONTEIN KARAVAANPARK**

VAN : **BESTUURDER EIENDOMSBESTUUR**

VERW. :

DATUM : 31 AUGUSTUS 2018

INSAKE : VERBLYF VAN KONRAKTEURSPANNE BY HESSEQUA MUNISIPALE KARAVAANPARKE

Hiermee word bevestig dat 'n item gedien het by die Uitvoerende Burgemeesterskomitee vergadering op 29 Augustus 2018 en is die volgende besluit geneem:

1. Dat geen verblyf in enige van Hessequa Munisipaliteit se karavaanparke beskikbaar gestel word aan kontrakteurs en werkspanne tydens alle skoolvakansies nie.
2. Dat slegs staanplekke aan die kontrakteurs en werkspanne verhuur word en geen wooneenhede nie.
3. Dat geen kortings en maand tariewe aan die kontrakteurs en werkspanne toegestaan word nie, aangesien hulle nie bona fide vakansiegangers is nie.
4. Dat vir die volle tydperk van verblyf, geen materiaal en voorraad deur die kontrakteur of sy werknemers binne die karavaanpark gestoor mag word nie.
5. Dat vragmotors/groot sleepwaens nie op die staanplekke geparkeer mag word nie en dat die betrokke Klerk 'n area sal aanwys waar die vragmotor/groot sleepwaens geparkeer moet word indien daar plek is binne die karavaanpark.
6. Dat vir die tydperk van verblyf, die kontrakteur daagliks verantwoordelik sal wees om toe te sien dat die staanplekke en ablusiegeriewe in 'n skoon en netjiese kondisie gehou word.
7. Dat kontrakteurs en werknemers vir 'n maksimum tydperk van 3 maande aaneenlopend op 'n staanplek mag kampeer, waarna een kalendermaand moet verloop alvorens die kontrakteur weer in die spesifieke karavaanpark kan aansoek doen vir verblyf. Indien die Kamp Koördineerder egter van mening is dat die kontrakteur moet skuif na 'n ander staanplek sodat die gras weer kan herstel,

kan die kontrakteur versoek word om te skuif na n ander staanplek soos geïdentifiseer deur die Kamp Koördineerder.

8. Dat die kontrakteurs en werknemers uitsluitlik mag opslaan op die staanplekke soos aangewys deur die Kamp Koördineerder en die ablusie genef gebruik soos aangewys deur die Kamp Koördineerder (Die betrokke staanplekke en ablusie genef sal met aankoms aan die kontrakteur en sy werknemers uitgewys word).

9. Dat die kontrakteur en sy werknemers verantwoordelik is om ten alle tye die oord reëls na te kom en onderhewig is aan die oord reëls.

10. Dat 5 staanplekke per karavaanpark geïdentifiseer word waarop kontrakteurs mag opslaan, uitgesluit die Witsand Middelkamp.

11. Dat verseker word dat kontrakteurs hulle nie voordoen as vakansiegangers en dan onregmatig kwalifiseer vir korting nie.

12. Dat die aangepaste oord beleid na die Raad verwys word vir goedkeuring.

Baie dankie dat almal hierdie besluit sal toepas en nie sal afwyk daarvan nie.

Die uwe

A KLEINHANS
BESTUURDER EIENDOMSBESTUUR

HESSEQUA

Munisipaliteit/Municipality/U Masipala

RIVERSDAL
Tel : 028 7132418
Faks : 028 713 3146
Posbus 29, RIVERSDAL, 6670
E-pos : mm@hessequa.gov.za

MEMORANDUM

AAN : **WITSAND, GOURITSMOND, TAKKIESKLOOF, PREEKSTOEL, ELLENSRUST, JONGENSFONTEIN KARAVAANPARK**

VAN : **BESTUURDER EIENDOMSBESTUUR**

VERW. :

DATUM : 31 AUGUSTUS 2018

INSAKE : VERBLYF VAN KONRAKTEURSPANNE BY HESSEQUA MUNISIPALE KARAVAANPARKE

Hiermee word bevestig dat 'n item gedien het by die Uitvoerende Burgemeesterskomitee vergadering op 29 Augustus 2018 en is die volgende besluit geneem:

1. Dat geen verblyf in enige van Hessequa Munisipaliteit se karavaanparke beskikbaar gestel word aan kontrakteurs en werkspanne tydens alle skoolvakansies nie.
2. Dat slegs staanplekke aan die kontrakteurs en werkspanne verhuur word en geen wooneenhede nie.
3. Dat geen kortings en maand tariewe aan die kontrakteurs en werkspanne toegestaan word nie, aangesien hulle nie bona fide vakansiegangers is nie.
4. Dat vir die volle tydperk van verblyf, geen materiaal en voorraad deur die kontrakteur of sy werknemers binne die karavaanpark gestoor mag word nie.
5. Dat vragmotors/groot sleepwaens nie op die staanplekke geparkeer mag word nie en dat die betrokke Klerk 'n area sal aanwys waar die vragmotor/groot sleepwaens geparkeer moet word indien daar plek is binne die karavaanpark.
6. Dat vir die tydperk van verblyf, die kontrakteur daagliks verantwoordelik sal wees om toe te sien dat die staanplekke en ablusiegeriewe in 'n skoon en netjiese kondisie gehou word.
7. Dat kontrakteurs en werknemers vir 'n maksimum tydperk van 3 maande aaneenlopend op 'n staanplek mag kampeer, waarna een kalendermaand moet verloop alvorens die kontrakteur weer in die spesifieke karavaanpark kan aansoek doen vir verblyf. Indien die Kamp Koördineerder egter van mening is dat die kontrakteur moet skuif na 'n ander staanplek sodat die gras weer kan herstel,

9.7 PETISIE RAKENDE CCTV KAMERAS IN BITOUVILLE

File number / Verwysingsnommer: 7/1/2/2

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur: A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die petisie rakende die oprigting van ‘n CCTV kameras in Bitouville, soos ontvang van Mnr Nolan Jacobs, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Erf 578, Bitouville is munisipale eiendom wat gesamentlik deur Beskermingsdienste en deur die Gouritsmond Gemeenskapspolisiëringsforum (GPSF) gebruik word. CCTV kameras is by die eiendom opgerig deur die Gouritsmond Gemeenskapspolisiëringsforum (GPSF) in oorleg met die Albertinia S.A.P.D.

Mnr Nolan Jacobs (woonagtig te Erf 557) het op 23 Augustus 2026 die volgende petisie ingedien:

“Geagte Mnr.Kleynhans/Mnr.de Klerk

Onderwerp: Formele Navraag rakende CCTV-kamerastelsel op Munisipale Eiendom.

Ek rig hiermee 'n formele versoek om duidelikheid en deursigtigheid rakende 'n CCTV-kamerastelsel wat op munisipale eiendom(Gouritsmond Bietouville erf 578) geïnstalleer is en wat moontlik privaat residensiële eiendom kan waarneem.

Ek versoek asseblief inligting oor die volgende:

1. Munisipale toestemming en magtiging

Wie die installasie goedgekeur het;

Of daar 'n formele munisipale, bestuurs-, komitee- of raadsbesluit was; en

Watter permitte, goedkeurings of ander magtigings vir die installasie bestaan.

2.Wat is die presiese doel van die CCTV-stelsel.

3. POPIA en privaatheid?

Ek versoek inligting rakende:

Wie verantwoordelik is vir die verwerking en beskerming van persoonlike inligting.

Ek heg hiermee 'n petisielys aan met die name en handtekeninge van Bietouville-inwoners wat beswaar maak teen die oprigting en installering van die CCTV-kamera.Let wel dus nie almal nie,ek stuur net die minimale handtekeninge sal nog toon indien nodig.Die inwoners versoek dat hul bekommernisse ten opsigte van die kamera en die moontlike impak daarvan op hul privaatheid en leefomgewing behoorlik oorweeg en ondersoek word.Die gemeenskap is bekommerd dat inwoners vooraf nie geraadpleeg is of die geleentheid gebied is om hul mening oor die oprigting en installering van die CCTV-kamera te gee nie,veral aangesien die kamera moontlik 'n impak op inwoners se privaatheid en leefomgewing kan hê.

Ek sal u samewerking en 'n volledige skriftelike terugvoer oor bogenoemde aangeleenthede waardeer.

Vriendelike groete"

Die petisielys is aangeheg as **Aanhangsel A**.

Na ontvangs van die petisie het die Eiendomsbestuur afdeling ondersoek ingestel na die beweerde inbraak op inwoners se privaatheid.

Die onderstaande foto's dien as bevestiging dat die kamera's fokus op die openbare oop ruimtes en publieke areas, en nie inbraak maak op enige individu se privaatheid nie.

Meneer Jacobs is woonagtig waar die wit citi-gholf langs die pad staan.

Die volgende terugvoering is aan Mnr Jacobs op 27 Augustus 2026 gestuur:

Goeie dag Meneer Jacobs

Die aangeleentheid is deeglik ondersoek deur 'n omvattende evaluering van die betrokke CCTV-kameras se opnamegebiede en sigtyne te doen. Daar is spesifiek aandag gegee aan die omvang van die beeldmateriaal wat deur elke kamera vasgelê word, ten einde te bepaal of die kameras uitsluitlik op openbare ruimtes gerig is en of enige onnodige inbreuk op privaat eiendom of individue se redelike verwagting van privatheid plaasvind.

Voorts is die beheer- en bestuursmaatreëls van die CCTV-stelsel beoordeel, insluitend die toegang tot, berging van en monitering van beeldmateriaal. Die bevindings is as volg:

1. Die kamera's is opgerig op munisipale eiendom.
2. Die opnamegebied en sigtyne van die CCTV-kameras fokus op publieke areas en maak nie enige inbreuk op privaat eiendom nie.
3. Die doel van die CCTV-kameras is om openbare veiligheid, misdaadvoorkoming en effektiewe polisiëring te ondersteun welke in die gemeenskap se belang is.
4. Die beeldmateriaal word streng volgens die relevante wetlike voorskrifte hanteer en bestuur.

Groete

Mnr Johann Martins van die Gouritsmond Gemeenskapspolisiëringsforum (GPSF) het op 26 Augustus 2026 die volgende skrywe aan die Munisipaliteit gerig:

"Geagte Mnr. Kleinhans,

Ek skryf aan u rakende die CCTV-kamera wat in Bietoville geïnstalleer is om die Suid-Afrikaanse Polisiediens (SAPD) te ondersteun met sigbaarheid, misdaadvoorkoming en polisiëring in die gemeenskap.

Soos uiteengesit in die brief van Kapt. Barnard van die Albertinia SAPD, speel die kamera 'n belangrike rol in die ondersteuning van polisiëring en die veiligheid van inwoners. Die afstand tussen Gouritsmond/Bietoville en die Albertinia Polisiestasie maak dit nog belangriker dat daar bykomende veiligheidsmaatreëls beskikbaar is om die SAPD en gemeenskap te ondersteun.

By hierdie e-pos heg ons ook 'n petisie aan met meer as 80 handtekeninge van inwoners van Bietoville. Die inwoners versoek spesifiek dat die bestaande kamera in plek bly, aangesien dit hulle, hulle families en veral hulle kinders 'n groter gevoel van veiligheid en sekuriteit gee.

Ons wil ook graag onder u aandag bring dat inwoners verder versoek het dat die CCTV-dekking uitgebrei word, spesifiek:

- *'n Kamera hoër op in Sewende Laan, om die area en beweging daar beter te monitor; en*
- *'n Kamera by die ingang van Bietoville, om die hoofingang en beweging van voertuie en persone in en uit die gebied te monitor.*

Hierdie versoeke kom direk vanuit die gemeenskap en is 'n duidelike aanduiding dat inwoners die kameras as 'n belangrike hulpmiddel vir veiligheid en misdaadvoorkoming beskou.

Ons versoek dus met respek dat die bestaande kamera nie verwyder word nie, en dat die versoek vir addisionele kameras by Sewende Laan en die ingang van Bietoville ook oorweeg word.

Die doel van hierdie kameras is nie om inwoners se privaatheid onnodig te beïnvloed nie, maar om openbare veiligheid, misdaadvoorkoming en effektiewe polisiëring te ondersteun. Dit bied ook aan inwoners groter gemoedsrus, veral gegewe die afstand van die polisiestasie en die beperkte SAPD-hulpbronne.

Ons vertrou dat die aangehegte brief van Kapt. Barnard, tesame met die petisie van die Bietoville-gemeenskap, behoorlik in ag geneem sal word voordat enige besluit geneem word oor die verwydering van die bestaande kamera.

Ons sal dit waardeer indien u asseblief die saak kan oorweeg en ons kan terugvoer gee oor die voortsetting van die bestaande kamera, asook die moontlikheid van verdere kameras by Sewende Laan en die ingang van Bietoville.

Baie dankie vir u aandag en samewerking in die belang van die veiligheid van die Bietoville- en Gouritsmond-gemeenskap.

Vriendelike groete

Johann Martins

Gouritsmond Gemeenskapspolisiëringsforum (GPSF)

Gouritsmond"

Die skrywe van Kaptein Barnard van die Albertinia Polisiestasie, asook die petisie van inwoners van Bitouville ter ondersteuning van die CCTV kameras, is aangeheg as **Aanhangsel B**.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Die aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Bitouville is aangewese op die Albertinia stasie van die Suid-Afrikaanse Polisiediens (SAPD), wat op 'n aansienlike afstand van die gemeenskap geleë is. Weens die afstand en beperkte operasionele hulpbronne van die polisie en wetstoepassing dien aktiewe CCTV as 'n noodsaaklike krag vermenigvuldiger en bied deurlopende dekking in situasies waar fisiese polisie en wetstoepassings teenwoordigheid nie klokslag gehandhaaf kan word nie.

CCTV kameras, verbeter operasionele sigbaarheid aansienlik, en help dit om misdaad in hoë risikogebiede te voorkom. Sleutelgebiede – soos hoof ingange en -uitgange om voertuig en voetganger beweging te monitor. Sekondêre roetes vereis toesig om kriminele aktiwiteite doeltreffend op te spoor, te volg en te voorkom. Die teenwoordigheid van funksionele kameras bied groter gemoedsrus en beskerming aan gesinne, veral kinders wat in openbare ruimtes beweeg.

Munisipale evaluasies bevestig dat die kameras uitsluitlik openbare oop ruimtes, paaie en kruisings (bv. Heidelaan) dek, en nie inbreuk maak op privaat erwe of wonings nie.

Operasionele protokolle verseker dat die hantering van beeldmateriaal en databerging streng aan wetlike standaarde (soos POPIA) voldoen, waardeur openbare veiligheid bevorder word terwyl die privaatheidsregte van individue gerespekteer word.

Die stelsel verteenwoordig 'n aktiewe vennootskap tussen munisipale plaaslike bestuur, private gemeenskapsinisiatiewe (soos gemeenskapspolisiëringsforums) en openbare wetstoepassing (die SAPD). Die vestiging en uitbreiding van kamera netwerke skep 'n moderne veiligheidsnet wat in staat is om by toekomstige gemeenskapsgroei aan te pas, orde te handhaaf en langtermyn sosio ekonomiese stabiliteit te bevorder.

In stedelike en residensiële gebiede wêreldwyd het CCTV toesig deurgaans geblyk 'n onmisbare hulpmiddel te wees in die voortdurende stryd teen misdaad en die suksesvolle regspleging. Geïntegreerde kamera netwerke dien telkens as beide 'n proaktief en 'n reaktiewe ondersoek instrument, wat die manier waarop wetstoepassings en gemeenskapspolisieringstrukture openbare veiligheid hanteer, transformeer. Deur voortdurende toesig oor openbare ruimtes te handhaaf, skrik CCTV stelsels nie net

geleentheidsmisdade af en ontwrig dit kriminele beplanning nie, maar verskaf dit ook presiese, objektiewe video bewyse wat onduidelikheid in strafregtelike ondersoeke uitskakel.

Benewens onmiddellike taktiese voordele, bou die herhaaldelike sukses van visuele toesig vertroue by die publiek, herstel dit veiligheid in kwesbare woonbuurte en skep dit 'n betroubare, datagedrewe raamwerk vir moderne, proaktiewe polisiëring. Die aanbevelings word ondersteun.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

In die afwesigheid van enige spesifieke kriteria, gegewe dat die munisipaliteit nie oor 'n beleid beskik, wat die opsit van CCTV kameras in publieke areas reguleer nie, is dit sinvol om na historiese sake, of ander regulasies, te kyk. Daar is 3 komponente wat oorweeg moet word. Die eerste, "*Incidental capture*" verwys na die feit dat die persone wie se privaat eiendom in die agtergrond sigbaar is van die publieke ruimte nie die reg het om die opnames te weier nie, omrede die opname niks meer opneem as wat enige persoon sal kan waarneem deur die perseel vanaf die publieke ligging te beskou nie. Tweedens, die beperking van die grens tussen die publieke area en die privaat eiendom, as dit deursigtig is, bevestig dit weereens dat die eienaar nie 'n reg het om te weier nie, want dit is in elke geval sigbaar van buite, MAAR as tegnologie gebruik word om virtueel die perseel / eiendom te betree deur middel van "*zoom*" funksionaliteite, is dit nie wettig nie. Derdens, indien die "*vantage point*" verhoog is, en 'n beeld verskaf van privaat buite areas, soos swembaddens, stoepe, ensovoorts, wat nie sigbaar is weens privaatheidsmure nie, kan hierdie tipe opnames as onwettig beskryf word, afhangende van die detail, en moontlikheid om aktiwiteite in hierdie ruimtes te kan opneem op 'n manier wat eienaars se privaatheid sou skend. Die item is onduidelik aangaande die tegniese funksionaliteit van die kameras, of enige vorm van "*optical zoom*" beskikbaar is, wat moontlik problematies mag wees gegewe dat vensters wel sigbaar is vanaf die publieke areas en sogenaamde "*vantage point*" van die kameras. Dit is sinvol dat die status-quo gehandhaaf word, maar dat die petisie opsteller in kennis gestel word dat nadat 'n duidelike beleid opgestel is, wat beperkings en kriteria daarstel, alle kameras se aansigte op publieke ruimtes heroorweeg sal word.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die petisie wat ontvang is van Mnr Nolan Jacobs en inwoners van Bitouville wie nie die CCTV kameras ondersteun nie.
2. Dat die Raad kennis neem van die skrywes van die Gouritsmond Gemeenskapspolisiëringsforum, Kaptein Barnard van Albertinia SAPD en petisie van die Bitouville inwoners ter ondersteuning van die CCTV kameras.
3. Dat die Raad die petisie soos ontvang van Mnr Nolan Jacobs, **van die hand wys** aangesien die kameras fokus op die openbare oop ruimtes en publieke areas, en nie

inbraak maak op enige individu se privaatheid nie en gevolglik gemeenskapsveiligheid bevorder.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder: Mnr A.S.A de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Aanhangsel A – Petisie ontvang van Mnr Nolan Jacobs

Aanhangsel B – Skrywes en petisie ten gunste van die CCTV kameraExecutive Mayoral (UBK)

PETISIELYS TEEN CCTV-KAMERA TE BIETOUVILLE ERF 578

Nr.	Naam	Van	Handtekening
1	S. Vallentyn/Salie	Vallentyn	
2	Louma	Jansen	L. Jansen.
3	Carl ~~Kannemeyer~~	kannemeyer	C.K
4	Isaac	Filander	
5	Cannia	Filander	
6	Welton	Flores	
7	Nolone ~~Jacobs~~	Jacobs	
8	Shermonay	Kiewit	Kiewit
9	Sunnet	Riddels	
10	Didi Jacobs	Shakgine	
11	Jacqueline	Williams	Williams
12	Hilton	Francies	
13	Cornel	CARELSE	
14	SHANE	HORNE	
15	Shan-dee	Horne	Shane
16	Lily ~~Horn~~	Horne	L. Horne
17	~~J.Kolkey~~ Jurickia	Kolkey	J. Kolkey
18	Daniel	Jantjies	D J
19	Frederick	Adams	
20	Levack Johan	Valentyn	Valentyn
21	Juanne Jafta	Jafta	Jafta
22	~~B.~~ Brendon	FRANCIES	B. FRANCIES
23	~~N. Jac~~ Nigel	Jacobs	N. Jacobs
24	FRANCOIS	FLORES	KONSTIRASIE
25	Ashley	Kiewit	

26	Bennie ~~Baartman~~	Baartman	B. Baartman
27	Daniel	Oktober	D Oktober
28	Reno	Flores	R. Flores
29	Terence	Robertson	T Robertson
30	Olivea	Uithaler	[illegible]

SAPS 21

SUID-AFRIKAANSE POLISIEDIENS SOUTH AFRICAN POLICE SERVICE

AMAPOLISA OMZANTSI AFRICA

Verwysing:
Reference: 8/1/1

Navrae
Enquiries: Captain K Barnard

Telefoon
Telephone: (082) 778 6657

Epos
Email: albertiniasc@saps.gov.za

GCPF

OFFICE OF THE STATION COMMANDER
S A POLICE SERVICE
ALBERTINIA
6695

DATE: 2026-08-18

SOUTH AFRICAN POLICE SERVICES

ALBERTINIA

WESTERN CAPE

CCTV CAMERA SYSTEM IN GOURITSMOND

SOUTH AFRICAN POLICE SERVICE

ALBERTINIA POLICE STATION

Date: 2026/08/18

OFFICIAL LETTER REGARDING CCTV CAMERA MONITORING IN GOURITSMOND

To Whom It May Concern

RE: CCTV CAMERA SYSTEM IN GOURITSMOND – POLICING, SAFETY AND SECURITY
Requirement -

This letter serves to formally state the position of the South African Police Service (SAPS), Albertinia, regarding the use and monitoring of CCTV cameras within the town of Gouritsmond.

Gouritsmond falls within the policing area of Albertinia SAPS. Due to the geographical distance between Gouritsmond and the Albertinia Police Station, the effective monitoring of CCTV cameras within Gouritsmond is an important additional policing tool to assist SAPS in maintaining the safety and security of the community.

The CCTV system is intended to provide an additional means of early detection, identification and monitoring of suspicious or criminal activity, thereby assisting the SAPS and other authorised law-enforcement personnel to respond more effectively to incidents within Gouritsmond.

It is therefore required that the CCTV cameras be monitored by legitimate, authorised and responsible persons who have been appointed or approved for this purpose. The monitoring function is intended to complement, and not replace, the duties and responsibilities of SAPS.

The persons responsible for monitoring the cameras must act responsibly and ensure that access to the camera system and recorded material is restricted to legitimate safety and security purposes.

All video footage and information obtained from the CCTV system shall be used solely for legitimate policing, crime prevention, public safety and security purposes. Such material may, where appropriate and lawfully required, be made available to SAPS or other authorised law-enforcement authorities to assist with the investigation and prevention of crime.

The CCTV system is consequently regarded as an important community safety and policing resource for Gouritsmond, particularly considering the distance from the Albertinia Police Station and the need to obtain information regarding incidents as quickly as possible.

The objective of the system is to enhance the safety and security of all residents, businesses, visitors and other persons within Gouritsmond, and to strengthen cooperation between the community and SAPS.

This letter is issued to confirm the policing requirement for an appropriately managed CCTV monitoring system within Gouritsmond.

SAPS ALBERTINIA

_____ Captain
K BARNARD
STATION COMMANDER

Official SAPS Stamp:

PETISIE VAN DIE BIETOVILLE-GEMEENSKAP

Onderwerp: Versoek dat die bestaande CCTV-kamera in Bietoville behou word

Ons, die ondergetekende inwoners van Bietoville, Gouritsmond, doen hiermee 'n beroep op die betrokke rolspelers om die bestaande CCTV-kamera in Bietoville te behou en nie te verwyder nie.

Die kamera is reeds in plek en vorm 'n belangrike deel van die veiligheidsmaatreëls in ons gemeenskap. Die doel van die kamera is om die strate en openbare areas te monitor en om misdaadvoorkoming, openbare veiligheid en ondersteuning aan SAPS te bevorder.

Waarom die kamera belangrik is

Bietoville is 'n woongebied waar inwoners, insluitend kinders, bejaardes en gesinne, daagliks in die strate beweeg. Die teenwoordigheid van 'n sigbare kamera bied aan die gemeenskap 'n groter gevoel van veiligheid en gemoedsrus.

Die kamera kan ook help om:

* verdagte aktiwiteite en moontlike misdaad te identifiseer;
* voorvalle op straat te monitor;
* waardevolle beeldmateriaal beskikbaar te stel indien 'n misdaad plaasvind;
* voertuie en bewegings rondom die area te monitor;
* misdaad af te skrik deur die sigbare teenwoordigheid van CCTV;
* SAPS te ondersteun met inligting wanneer dit nodig is.

Afstand vanaf SAPS

'n Belangrike rede waarom die kamera in Bietoville behou moet word, is die afstand van Bietoville vanaf die SAPS-polisiestasie.

Die gemeenskap verstaan dat SAPS nie te alle tye fisies in Bietoville teenwoordig kan wees nie. Die kamera bied daarom 'n ekstra veiligheidsmaatreël wat kan help om die area te monitor wanneer polisielede nie onmiddellik daar kan wees nie.

Die kamera is dus nie bedoel om SAPS te vervang nie, maar om SAPS se vermoë om die gebied te monitor en op voorvalle te reageer, te ondersteun.

Ondersteuning deur die GPSF

Die Gouritsmond Gemeenskapspolisiëringsforum (GPSF) speel 'n ondersteunende rol in samewerking met SAPS en die gemeenskap.

Deur die bestaande kamera te behou, kan die GPSF binne sy mandaat help om gemeenskapsveiligheid te bevorder en met SAPS saam te werk waar toepaslik.

Die kamera moet daarom gesien word as deel van 'n samewerkende veiligheidsbenadering tussen die gemeenskap, GPSF en SAPS.

Ons versoek

Ons, die inwoners van Bietoville, versoek hiermee dat:

Die bestaande CCTV-kamera in Bietoville behou word en nie verwyder word nie.

Ons glo dat daar geen sinvolle veiligheidsrede is om 'n bestaande veiligheidsmaatreël wat reeds in plek is, te verwyder sonder dat 'n behoorlike alternatiewe veiligheidsmaatreël daarvoor ingestel word nie.

Ons versoek dat die kamera voortgaan om gebruik te word tot voordeel van die hele Bietoville-gemeenskap en dat die nodige samewerking tussen die gemeenskap, GPSF, SAPS en ander betrokke rolspelers gehandhaaf word.

Ons kinders se veiligheid, die veiligheid van ons inwoners en die algemene veiligheid van Bietoville behoort 'n prioriteit te wees.

Ons vra daarom dat die bestaande kamera behou word en nie verwyder word nie.

Voorgelê namens die Bietoville-gemeenskap

Naam: Hanli Venter

Datum: 20 Aug 2026

Handtekening:

Gouritsmond Gemeenskapspolisiëringsforum (GPSF)

Naam: Johan Martins

Posisie: Voorsitter

Handtekening:

Hkn is dit die ISIE kamera in die gemeenskap waarop hier 'n repetasielys rondloop in die gemeenskap wat gebeur in daai gebied dat hulle in rep en roer is.

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Nazeema Ruiters	079 952 5994	N Ruiters
Volandie Daniels	072 534 3916	K Daniels
Jonathan Daniels	063 615 8889	J. Daniels
Christopher Ruiters	071 100 8691	[illegible]
Amelia Ruiters	071 659 3650	A. Ruiters
Megan Davids	0763682844	M. Davids
Leoni Davids	0787861380	L Davids
Haylia Davids	0026357454	H Davids
Elizabeth Keehling		Eik
Loreto Hess		[illegible]
Madelene Davids	073 727 0760	M Davids
Morgan Davids	–	M. Davids
Meckayla Saayman	078 465 3525	[illegible]
Jiona Daniels		[illegible]
Unique van Beulen		U van Beulen
Elzonia manho		E. manho
Rosina Baartman		R Baartman
Christelle Ruiters	072 819 3949	[illegible]
Chrisjan Kannemeyer		C.K
Gertina Kannemeyer	0607146332	[illegible]
Kaylene Ruiters	0711518171	[illegible]

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Pieter Flores	0725732040	
J.J HAFFIN	0610184625	J J HAFFIN
ASWHII. September	0610184625	A. Sep[illegible]
[illegible]	0760829658	
mitchell [illegible]	0725337040	
michael [illegible]		
Annete Kannemeyer	0613546037	A Kannemeyer
Piet Pieterse	0613546037	T.P.
Treehygan Kannemeyer	0613546037	T.K
Nicolene September	0651940611	N.S
Johannes Sansen	0840001656	Sansen
Deon OLIOber	0790803005	D October
Leonard kiewiet	0735113606	L. kiewiet
Louise mondo	0606533607	L. Mondo
Lanso jansen		L. Jansen
Rosan Kiewiet	X	Kiewiet
Celeste Flores	0652759909	C. Flores
Wynand Flores	072 942 8721	W. Flores
Carina Kannemeyer	0625066776	Kannemeyer
Henna Kannemeyer	0632448022	H.K
FRANS HORNE		F. HORNE

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Rosette Kannemeyer	0652566761	Kannemeyer
Renwill Kannemeyer		~~Kannemeyer~~
Hendrika Francies	0714682260	HFrancies
THelma A Hardel	0835330288	THRey
JGaldon		JOSEPH
Christina Michel	0723221095	CMichel
Marchalyn Ruiters	0769192665	~~Ruiters~~
Anoeschka Ruiters	063 620 0282	Ruiters
JULIE ADAMS		
Arona Damons	0722355[illegible]	Damons
CHRISTIAN Kiewit		
H ANTONIE		HANTONIE
Claude September	07223565	C. September X
Rodney Petersen		
Hendrick Neethling		H.N
Sophia Flores		SFlores
Jaydene Pieterse		J Pieterse
Colin Plaatjies		C.Plaatjies
Frans. Riddels		
Kenals		

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Henrico Ruiters		
Bruiwen Ermsmus	062 144 9807	
Andries Flores	072 912 5881	
Bradley Neethling		B. Neethling

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
HILDA Kiewiet	0663338116	HKiewiet
Carol Roethling	0767848831	CRoethling
Roleen Manho	0846008426	RManho
Andrea Duitsjan	0660735571	ADuitsjan

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Natasha Kannemeyer		Kannemeyer.
Melissa Loderwyk		Loderwyk
David Nordie	0822182520	
Malicia Iscoos	0715198372	M. Iscoos

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Hilmer JANSEN		
MARTIN DAVIDS		
Desnowen Buis		
Johanna Konnemeyer		
ELVIZO HSS		
[illegible]	0674736869	
Dorothy Volkmann	066 236 3655	

HANDTEKENINGE VAN BIETOVILLE-INWONERS

Naam en van	Telefoon	Handtekening
Santania Isaacs	074 821 8440	[illegible]
Wilmary Jansen	063 729 8100	W Jansen
Marykai Riddles	0790940985	M. Riddles
Ballo Mlatyana	076 115 0509	[illegible]

9.8 OORWEGING VAN 'N ALTERNATIEWE AREA: VERKOOP VAN 'N GEDEELTE (ONGEVEER 3.29 HEKTAAR) VAN ERF 657, STILBAAI-WES

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die publieke insette ten opsigte van die alternatiewe ontwikkelingsarea van ongeveer 3.29 hektaar van Erf 657, Stilbaai-Wes, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die Raad het op **23 Januarie 2026** die volgende besluit geneem**:**

"1. Dat die Raad die hoogste aanbod wat tydens die openbare veiling op 23 Desember 2025 ontvang is, vir die vervreemding van 'n gedeelte (ongeveer 3.29 hektaar) van Erf 657, Stilbaai-Wes aan Ziphon Trading and Investment (Pty) Ltd, Reg No: 2010/016828/07 hierin verteenwoordig deur Meneer Hennie Volschenk, teen 'n koopsom van R 25 500 000.00 (BTW Uitgesluit), goedkeur.

2. Dat die Uitvoerende Burgemeesterskomitee die Munisipale Bestuurder magtig om die aangehegde koopooreenkoms (Addendum A) namens Hessequa Munisipaliteit, te onderteken."

Die koopooreenkoms is gevolglik op 23 Januarie 2026 deur beide partye onderteken. Ingevolge die bepalings van die ooreenkoms is die verkoopstransaksie onderhewig aan die suksesvolle afhandeling van die onderverdelings- en hersoneringsprosesse.

Die koper het vir Me. Louise-Mari van Zyl van Cape Environmental Assesment Practitioners (Pty) Ltd aangestel om die Omgewings Impak Studie proses te fasiliteer.

Die aanvanklike ondersoek deur die konsultante toon dat die oorspronklike ontwikkelingsarea (3.29 hektaar) 'n hoë digtheid beskermde bome bevat, wat die ontwikkelingspotensiaal aansienlik beperk. 'n Alternatiewe ligging oos van die oorspronklike area word aanbeveel omdat daar minder beskermde bome voorkom en die gebied meer geskik vir ontwikkeling is.

Die terrein bestaan hoofsaaklik uit Hartenbos Dune Thicket, 'n ekosisteem wat sedert 2021 as bedreig (Endangered) geklassifiseer word. Die spesialiste bevestig verder dat die gebied 'n buitengewone hoë konsentrasie plant- en dierspesies van bewaringsbelang bevat, wat daartoe gelei het dat dit as 'n Kritieke Biodiversiteitsgebied (CBA) beskou word.

As gevolg hiervan sal enige ontwikkeling waarskynlik 'n biodiversiteitskompensasie (biodiversity offset) van minstens 1:10 vereis. Dit beteken dat vir elke hektaar natuurlike habitat wat ontwikkel word, ten minste 10 ha soortgelyke habitat permanent beskerm en bestuur moet word.

Weens die hoë konsentrasie beskermde bome op die gedeelte van Erf 657, Stilbaai-Wes wat deur middel van ’n openbare veiling vervreem is, het die koper op eie koste die boom- en biodiversiteitsopname na die aangrensende gedeelte laat uitbrei. Die ondersoek het aangetoon dat die voorkoms van beskermde plantegroei aan die oostelike kant van die oorspronklik vervreemde gedeelte beduidend minder is, wat dié area potensieel meer geskik maak vir toekomstige ontwikkeling.

Die area aangedui in geel is die oorspronklike area wat tydens die openbare veiling verkoop is. Die area aangedui in oranje is die gewysigde area, soortgelyk in grootte, wat as alternatiewe area voorgestel word vir die Munisipaliteit se oorweging.

Indien die Departement van Omgewingsake ’n biodiversiteitskompensasieverhouding van 1:10 voorskryf, word voorgestel dat ’n gebied van ongeveer 32.9 hektaar op ’n gedeelte van Erf 657, Stilbaai-Wes, vir hierdie doel beskikbaar gestel en formeel geoormerk word as biodiversiteitskompensasiegebied. Die voorgestelde area (offset gebied) is gemerk in geel op die onderstaande uitleg.

Die voorneme om ’n gedeelte van ongeveer 3,29 hektaar van Erf 657, Stilbaai-Wes deur middel van ’n openbare veiling vir ’n gemengde-gebruik ontwikkeling te vervreem, was reeds onderwerp aan ’n openbare deelnameproses. Die beoogde grondgebruik en omvang van die ontwikkeling bly onveranderd; slegs die ligging van die gedeelte wat vervreem word, word gedeeltelik gewysig. Ten einde deursigtigheid te bevorder en belanghebbende partye voldoende geleentheid te bied om kommentaar te lewer, word dit egter aanbeveel dat die gewysigde ontwikkelingsgebied, tesame met die motivering vir die wysiging, opnuut vir openbare deelname geadverteer word.

Die item het op **15 Julie 2026** voor die **Portefeuljekomitee** gedien. Die Komitee het die onderstaande aanbevelings ondersteun:

“1. Dat die Komitee kennis neem van die bevindinge van die voorlopige omgewingstudies wat op ’n gedeelte van Erf 657, Stilbaai-Wes uitgevoer is, welke studies bevestig dat die gebied ’n buitengewone hoë konsentrasie plant- en dierspesies van bewaringsbelang bevat, met die gevolg dat die ontwikkelingspotensiaal van die oorspronklik geïdentifiseerde terrein aansienlik beperk word.

2. Dat die Komitee goedkeuring verleen vir die vervreemding van ’n alternatiewe gedeelte van ongeveer 3,29 hektaar op Erf 657, Stilbaai-Wes, soos uiteengesit in die verslag, aan Ziphon Trading and Investment (Pty) Ltd (Registrasienommer: 2010/016828/07), onder dieselfde voorwaardes as die oorspronklike verkoopstransaksie, onderhewig daaraan dat die voorgestelde wysiging van die ligging van die gedeelte vir openbare deelname

geadverteer word en dat enige kommentaar of besware wat ontvang word, behoorlik oorweeg word.

3. *Dat, indien die Departement van Omgewingsake as voorwaarde van die omgewingsmagtigingsproses die instelling van 'n biodiversiteitskompensasiegebied vereis, 'n toepaslike gedeelte van Erf 657, Stilbaai-Wes soos aangedui op die uitleg in die inhoud van die item, beskikbaar gestel en formeel geoormerk word vir die vestiging en langtermynbewaring van sodanige biodiversiteitskompensasiegebied.*
4. *Dat die wysigings soos vervat in aanbevelings 2 en 3 formeel deur middel van 'n addendum tot die koopooreenkoms, soos deur die partye op 23 Januarie 2026 onderteken, opgeneem en geïmplementeer word.*
5. *Dat die item na die Raad verwys word."*

Die item het op **29 Julie 2026** voor die **Raad** gedien. Die Raad het die onderstaande besluit geneem:

"1. Dat die Komitee kennis neem van die bevindinge van die voorlopige omgewingstudies wat op 'n gedeelte van Erf 657, Stilbaai-Wes uitgevoer is, welke studies bevestig dat die gebied 'n buitengewone hoë konsentrasie plant- en dierspesies van bewaringsbelang bevat, met die gevolg dat die ontwikkelingspotensiaal van die oorspronklik geïdentifiseerde terrein aansienlik beperk word.

2. *Dat die Komitee goedkeuring verleen vir die vervreemding van 'n alternatiewe gedeelte van ongeveer 3,29 hektaar op Erf 657, Stilbaai-Wes, soos uiteengesit in die verslag, aan Ziphon Trading and Investment (Pty) Ltd (Registrasienommer: 2010/016828/07), onder dieselfde voorwaardes as die oorspronklike verkoopstransaksie, onderhewig daaraan dat die voorgestelde* ***wysiging van die ligging van die gedeelte vir openbare deelname geadverteer word en dat enige kommentaar of besware wat ontvang word, behoorlik oorweeg word.***
3. *Dat, indien die Departement van Omgewingsake as voorwaarde van die omgewingsmagtigingsproses die instelling van 'n biodiversiteitskompensasiegebied vereis, 'n toepaslike gedeelte van Erf 657, Stilbaai-Wes soos aangedui op die uitleg in die inhoud van die item, beskikbaar gestel en formeel geoormerk word vir die vestiging en langtermynbewaring van sodanige biodiversiteitskompensasiegebied.*
4. *Dat die wysigings soos vervat in aanbevelings 2 en 3 formeel deur middel van 'n addendum tot die koopooreenkoms, soos deur die partye op 23 Januarie 2026 onderteken, opgeneem en geïmplementeer word."*

Die onderstaande advertensie is op **14 Augustus 2026** in die Suid Kaap Forum geplaas ten einde die publiek uit te nooi om kommentaar te lewer op die voorgestelde wysiging. Die advertensie is ook op die munisipale kennisgewingsborde en munisipale webtuiste geplaas.

HESSEQUA
Plaaslike Munisipaliteit

PUBLIEKE DEELNAME: VERHURING EN VERVREEMDING VAN MUNISIPALE EIENDOM

Kennis geskied hiermee ingevolge die voorskrifte van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003), saamgelees met die Munisipale Bate Oordrag Regulasies, 2008 (R 878 van 2008), sowel as die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet No. 32 van 2000), dat die munisipaliteit 'n aansoek van Sentraal-Suid Koöperasie Bpk (SSK) ontvang het vir die huur van munisipale eiendom. Die besonderhede van die aansoek is soos volg:

VERHURING VAN MUNISIPALE EIENDOM

EIENDOMSBESKRYWING	DOEL	HUURBEDRAG
'n Gedeelte (Ongeveer 20.6 hektaar) van Erf 1410, Heidelberg.	Hessequa Munisipaliteit oorweeg 'n aansoek van **SSK** vir die huur van ongeveer 20.6 hektaar munisipale grond in Heidelberg vir die berging van graan in silosakke. Die voorgestelde huurtermyn is sewe (7) jaar. Die voorgestelde gebruik sal die bestaande graanopbergingskapasiteit in die Heidelberg en omliggende omgewing uitbrei en plaaslike landbou-aktiwiteite ondersteun. Die aansoeker sal die terrein ontwikkel en van die nodige infrastruktuur voorsien om aan die operasionele vereistes van die voorgestelde graanopbergings fasiliteit te voldoen.	Die eiendom sal teen 'n markverwante huurbedrag verhuur word.

VERVREEMDING VAN MUNISIPALE EIENDOM:

EIENDOMSBESKRYWING	DOEL
'n Gedeelte (Ongeveer 3.29 hektaar) van Erf 657, Stilbaai.	Hessequa Munisipaliteit het op **23 Desember 2025** 'n gedeelte van ongeveer 3,29 hektaar van Erf 657, Stilbaai-Wes, deur middel van 'n **openbare veiling** aan Ziphon Trading and Investment (Pty) Ltd verkoop. Die koopooreenkoms bevat verskeie opskortende voorwaardes, waaronder die suksesvolle onderverdeling en hersonering van die eiendom, asook die voltooiing van die vereiste omgewingsmagtigingsproses. Ter voldoening aan hierdie voorwaardes het die koper 'n onafhanklike omgewingskonsultant aangestel om die nodige omgewingsondersoeke en studies uit te voer. Die botaniese studie het bevind dat die oorspronklik vervreemde gedeelte van 3,29 hektaar, soos tydens die openbare veiling geïdentifiseer, 'n hoë konsentrasie beskermde bome en sensitiewe plantegroei bevat, wat die ontwikkelingspotensiaal van die terrein wesenlik beperk. Ten einde die breër omgewingskonteks van die gebied te bepaal, is die studie uitgebrei om ook die aangrensende gedeeltes van Erf 657 te ondersoek. Die bevindinge dui daarop dat sekere aangrensende areas 'n aansienlik laer vlak van omgewingsensitiwiteit en minder beskermde plantegroei bevat as die oorspronklik voorgestelde ontwikkelingsarea. Op grond van hierdie bevindinge het die koper die Munisipaliteit versoek om die ligging van die voorgestelde ontwikkelingsarea gedeeltelik te verskuif na 'n minder omgewingsensitiewe gedeelte van die eiendom. Die gebied wat in geel aangedui word, verteenwoordig die oorspronklike area wat tydens die openbare veiling verkoop is, terwyl die gebied in oranje die voorgestelde alternatiewe area van soortgelyke omvang aandui. Die munisipaliteit het die versoek in beginsel goedgekeur, onderhewig daaraan dat die verandering van die area vir publieke insette geadverteer word.

Die aanvanklike terugvoer vanaf die Departement van Omgewingsake dui daarop dat 'n biodiversiteitskompensasieverhouding van **1:10** waarskynlik vereis sal word as deel van die omgewingsgoedkeuringsproses. Gevolglik is voorgestel dat 'n gebied van ongeveer **32,9 hektaar** op 'n gedeelte van Erf 657, Stilbaai-Wes, as biodiversiteitskompensasiegebied (offset area) beskikbaar gestel en formeel geoormerk word.

Die Munisipaliteit het goedkeuring verleen vir die voorgestelde biodiversiteitskompensasiegebied. Hierdie goedkeuring behels dat die betrokke grond vir bewaringsdoeleindes gereserveer word en dat die Munisipaliteit hom daartoe verbind om die area as 'n bewaringsgebied te bestuur en te beskerm. Die vestiging van die biodiversiteitskompensasiegebied sal meebring dat die betrokke gedeelte in die toekoms nie vir ontwikkeling aangewend kan word nie, behoudens enige toepaslike wetgewende of regulatoriese prosesse.
Die voorgestelde biodiversiteitskompensasiegebied (offset area) word in **geel** op die onderstaande uitlegplan aangedui.

Skriftelike besware/kommentare moet die kantoor van die Munisipale Bestuurder bereik voor **Vrydag 4 September 2026 om 12:00**. Besware/kommentare kan per e-pos gestuur word aan albert@hessequa.gov.za of kan gepos word aan die Munisipale Bestuurder, Posbus 29, Riversdal, 6670.

Laat kommentaar/besware sal nie oorweeg word nie. Verdere inligting kan bekom word by Mnr. A Kleynhans (028 713 8000) of per e-pos albert@hessequa.gov.za. Please contact Mr. A Kleynhans at the above contact details to receive the notice in english.

A.S.A de Klerk
MUNISIPALE BESTUURDER

Die volledige publieke insette soos ontvang, is aangeheg tot die item.

AANHANGSEL NOMMER	NAAM VAN INSTANSIE/ INDIVIDU	BESWAAR / ONDERSTEUN
1	Gholfpark huiseienaarsvereniging	Ondersteun
2	Stilbaai Bewaringstrust	Ondersteun
3	Mia Spamer	Beswaar
4	Hentie Schumann	Beswaar
5	Talita Smuts	Beswaar
6	Tyna Lamprecht	Beswaar
7	Hannes Fourie	Beswaar

8	Stilbaai Gemeenskapsforum	Beswaar
9	Trienkie Lombard	Beswaar
10	Leon Stander	Beswaar
11	Karen Stander	Beswaar
12	Dorena Louw	Beswaar
13	Johan Pauw	Beswaar
14	Christina Mars	Beswaar
15	Janet Naude	Beswaar

Dit is belangrik om daarop te let dat die voorgestelde vervreemding van ’n gedeelte (ongeveer 3,29 hektaar) van Erf 657, Stilbaai-Wes by wyse van ’n openbare veiling reeds aan ’n openbare deelnameproses onderwerp is. Die Raad het die kommentare en besware wat tydens daardie proses ontvang is, deeglik oorweeg voordat daar besluit is om met die vervreemding voort te gaan.

Die huidige openbare deelnameproses, soos geadverteer op 14 Augustus 2026, handel uitsluitlik oor die voorgestelde verskuiwing van die ontwikkelingsarea en die gepaardgaande biodiversiteitskompensasiegebied (*“offset area”*). Die doel van hierdie proses is om openbare insette oor die voorgestelde wysiging aan die ontwikkelingsuitleg te verkry en nie om die beginselbesluit om ’n gedeelte van die eiendom te vervreem te heroorweeg nie.

Besware wat uitsluitlik gerig is teen die Raad se reeds goedgekeurde besluit om ’n gedeelte van Erf 657 te verkoop, val derhalwe buite die omvang van die huidige openbare deelnameproses en word nie as relevant tot die voorgestelde wysiging van die ontwikkelings- en kompensasiegebiede beskou nie. Die fokus van die huidige proses behoort beperk te wees tot die meriete en impak van die voorgestelde verskuiwing van die ontwikkelingsarea en die gepaardgaande bewaringsmaatreëls.

Die bepalings van artikel 14(3) van die Wet op Munisipale Finansiële Bestuur, 56 van 2003, is in hierdie verband van besondere belang. Die artikel bepaal dat, sodra ’n munisipale raad besluit het dat ’n bepaalde kapitaalbate nie benodig word om die minimum vlak van basiese munisipale dienste te lewer nie, daardie besluit nie deur die munisipaliteit omgekeer mag word nadat die bate verkoop, oorgedra of op enige ander wyse vervreem is nie.

Die besware kan soos volg opgesom word:

BESWAAR	**EIENDOMSBESTUUR KOMMENTAAR**
Ontwikkel ’n aftree oord	Die koper sal, behoudens die bepalings van die toepaslike soneringskema en grondgebruikregulasies, ook die eiendom gedeeltelik vir residensiële doeleindes deur middel van ’n vergunningsgebruik kan aanwend.

	Dit is egter nie die rol van die munisipaliteit om voorskriftelik teenoor die koper op te tree ten opsigte van die spesifieke aard van die bedrywe of aktiwiteite wat op die eiendom gevestig behoort te word nie. Sodanige besluite berus by die eienaar, mits die voorgestelde gebruik voldoen aan die relevante wetlike, beplannings- en regulatoriese vereistes wat op die eiendom van toepassing is.
’n Besigheidsarea binne ’n natuurbeskermingsgebied is ’n skadelike opsie.	Die doel van die voorgestelde alternatiewe ontwikkelingsarea, wat dieselfde omvang as die oorspronklike area het, is juis om die beoogde ontwikkeling na ’n minder omgewingsensitiewe gedeelte van die eiendom te verskuif, terwyl die oorspronklike sensitiewe gebied vir bewaringsdoeleindes as ’n biodiversiteitskompensasiegebied (“offset area”) behoue bly. ’n Belangrike onderskeid tussen die botaniese studie wat in 2019 uitgevoer is en die opname wat namens die koper in 2026 onderneem is, lê in die vlak van detail van die onderskeie ondersoeke. Die 2019-studie het hoofsaaklik ’n algemene beskrywing van die plantegroei en habitatte op die betrokke gedeelte van die eiendom verskaf en die voorkoms van sekere beskermde en sensitiewe plantspesies aangedui. Die 2026-opname het egter op ’n veel meer gedetailleerde vlak plaasgevind, waartydens individuele beskermde plantspesies geïdentifiseer, geografies geposisioneer en gemerk is. Hierdie veldwerk het ’n meer akkurate bepaling van die verspreiding en konsentrasie van beskermde plante moontlik gemaak en het gevolglik waardevolle inligting verskaf om die ontwikkelingsarea na ’n minder sensitiewe gedeelte van die eiendom te verskuif en die mees sensitiewe gebiede vir langtermynbewaring te reserveer.

Toegang tot die volledige impakstudies is nie beskibaar nie.	Die volledige impakstudies sal slegs onderneem word indien en nadat die Raad die voorgestelde alternatiewe ontwikkelingsarea goedgekeur het. Aangesien hierdie studies terreinspesifiek van aard is, kan dit eers uitgevoer word nadat die finale ligging van die ontwikkelingsarea bevestig is. Enige toekomstige omgewingsimpakstudie en gepaardgaande spesialisondersoeke sal ingevolge die toepaslike wetgewende vereistes plaasvind. As deel van hierdie prosesse sal belanghebbende en geaffekteerde partye op die voorgeskrewe stadiums die geleentheid gegun word om kennis te neem van die bevindings en om kommentaar, vertoë of besware in te dien vir oorweging deur die bevoegde owerhede.
Impak op verkeer, siviele en elektriese dienste	Die koper sal, met bystand van sy professionele span, eers die presiese infrastruktuur- en dienskapasiteitsvereistes van die voorgestelde ontwikkeling kan bepaal nadat ’n terreinontwikkelingsplan en die nodige bouplanne opgestel en gefinaliseer is. Hierdie inligting sal deel vorm van die vereiste omgewingsimpakstudie- en goedkeuringsprosesse. Die beskikbaarheid en voldoende kapasiteit van munisipale dienste sal tydens die omgewingsimpakstudie en gepaardgaande tegniese ondersoeke deeglik geëvalueer word. Indien bevind word dat die bestaande diensinfrastruktuur onvoldoende is om die voorgestelde ontwikkeling te ondersteun, sal die bevoegde owerheid nie die vereiste Omgewingsmagtiging (Rekord van Besluit/ROD) uitreik nie. Voorts is die verkryging van ’n gunstige Omgewingsmagtiging ’n opskortende voorwaarde van die verkoopsooreenkoms. Gevolglik kan die transaksie nie gefinaliseer word voordat die nodige statutêre goedkeurings verkry is en daar bevestig is dat die

	ontwikkeling aan alle toepaslike omgewings- en infrastruktuurvereistes voldoen nie
Die koste verbonde aan die bestuur van die biodiversiteit kompensasie gebied.	Volgens die Bestuurder: Omgewingsbestuur sal die bestuur en instandhouding van die betrokke gebied slegs ’n nominale koste meebring. Daar word gevolglik nie verwag dat die langtermyn bestuur van die gebied ’n beduidende finansiële las op die munisipaliteit sal plaas nie.

Opsomming:

Die voorgestelde wysiging van die ontwikkelingsarea is juis die gevolg van spesialisinsette wat aangedui het dat die oorspronklik geïdentifiseerde area ’n hoër vlak van omgewingsensitiwiteit bevat. Die doel van die voorgestelde verskuiwing is om die bewaring van hierdie sensitiewe gebied te verseker terwyl die ontwikkelingspotensiaal van die eiendom steeds op ’n meer geskikte gedeelte benut word.

Die voorgestelde hersiening verteenwoordig dus ’n verbeterde uitkoms in vergelyking met die oorspronklike voorstel aangesien ’n groter gedeelte van die sensitiewe habitat vir bewaring gereserveer word. Die verskuiwing verander nie die statutêre vereistes wat op enige toekomstige ontwikkeling van toepassing sal wees nie. Toekomstige ontwikkelingsvoorstelle sal steeds onderhewig wees aan alle toepaslike grondgebruik-, omgewings-, verkeers- en bouriglyne, insluitend addisionele openbare deelname waar vereis.

Die voorgestelde vervreemding maak dit moontlik om ekonomiese ontwikkeling, toekomstige investering en werkskepping te bevorder, terwyl dit terselfdertyd betekenisvolle omgewingsvoordele deur die bewaring van die mees sensitiewe gedeeltes van die eiendom verseker word. Die aangepaste voorstel verteenwoordig derhalwe ’n gebalanseerde benadering wat beide die ontwikkelings- en bewaringsdoelwitte van die munisipaliteit in ag neem.

Die Eiendomsbestuurafdeling is gevolglik van mening dat die kommentare en besware nie voldoende gronde bied om die voorgestelde wysiging van die ontwikkelingsarea te verwerp nie. Die twee onafhanklike waardeerders het skriftelik bevestig dat die gedeeltelike wysiging van die voorgestelde ontwikkelingsarea geen wesenlike invloed op die vasgestelde markwaarde van die eiendom het nie.

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word ondersteun.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Kennis word geneem van die inhoud van die verslag en die aanbevelings daarin vervat word ondersteun. Die voorgestelde ontwikkelingsarea stem ooreen met die ruimtelike ontwikkelingsdoelwitte van die Hessequa Ruimtelike Ontwikkelingsraamwerk, waar die betrokke area reeds vir Gemengde Gebruik-ontwikkeling en as deel van die Oopruimte Sisteem geïdentifiseer en geoormerk is. Die voorgestelde verskuiwing van die ontwikkelingsarea, tesame met die instelling van ’n biodiversiteitskompensasiegebied, bevorder ’n gebalanseerde benadering tussen volhoubare ekonomiese ontwikkeling en die bewaring van omgewingsensitiewe gebiede. Die aanbevelings word derhalwe ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

Dat die besware teen die voorgestelde wysiging van die ontwikkelingsarea op Erf 657, Stilbaai-Wes, en die instelling van ’n biodiversiteitskompensasiegebied (“*offset area*”) van die hand gewys word, op grond van die volgende oorwegings:

1. Dat ingevolge artikel 14(3) van die Wet op Munisipale Finansiële Bestuur, 56 van 2003, ’n besluit dat ’n munisipale kapitale bate nie benodig word vir die lewering van die minimum vlak van basiese munisipale dienste nie, nie omgekeer mag word nadat die bate verkoop, oorgedra of op enige ander wyse vervreem is nie.

2. Dat die wysiging van die ontwikkelingsarea betekenisvol bydra tot die bewaring van ’n gebied wat oor omgewingsensitiewe en beskermde plantegroei beskik, aangesien die mees sensitiewe gedeelte van die eiendom as ’n biodiversiteitskompensasiegebied (“offset area”) behoue sal bly en hierdie verbintenis tot die vestiging en bestuur van die biodiversiteitskompensasiegebied bevorder ’n verantwoordelike balans tussen omgewingsbewaring, volhoubare ontwikkeling en ekonomiese groei.
3. Dat die uitreiking van Omgewingsmagtiging deur die bevoegde owerheid ’n opskortende voorwaarde van die koopooreenkoms is, en die vereiste spesialis- en impakstudies wat vir die verkryging daarvan onderneem moet word, sal ingevolge die toepaslike wetgewende prosesse vir openbare deelname beskikbaar gestel word vir kommentaar deur belanghebbende en geaffekteerde partye.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder – Mnr A.S.A de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Ja, die kommentare en besware.

1

GPH

GHOLFPARK 1 HUISEIENAARSVERENIGING

Arend Straat, Stilbaai-Wes, Stilbaai 6674

Hessequa Munisipaliteit
Van Den Berg Straat
Riversdal 6670
albert@hessequa.gov.za

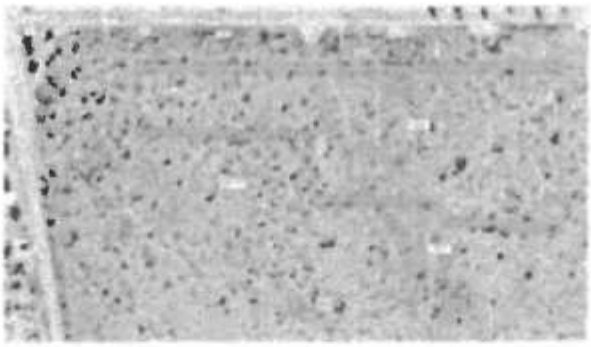
OPENBARE DEELNAME: ERF 657, STILBAAI-WES

Ons verstaan dat ingevolge 'n onlangse onafhanklike omgewingstudie deur die koper van 'n 3.29 hektaar gedeelte van Erf 657 (Ziphon Trading and Investment (Pty) Ltd) daar bevind is dat die gedeelte wat oorspronklik vervreem sou word, 'n hoë konsentrasie beskermde bome en sensitiewe plantegroei bevat wat die ontwikkelingspotensiaal van die terrein beperk. Aangesien naasliggende areas 'n aansienlik laer vlak van omgewingsensitiwiteit het, wil die Munispaliteit gevolglik die ontwikkelingsarea verskuif na sodanige area op Erf 657.

Verder beplan die Munisipaliteit om in gevolge voorlopige terugvoer vanaf die Department of Omgewingsake, 'n area van 32,9 hektaar van Erf 657 as biodiversiteitskompensasiegebied te verklaar, en vir bewaringsdoeleindes te reserveer en in die toekoms as sulks te bestuur.

Die inligtingstuk deur die Munisipaliteit beskikbaar gestel dui die nuut-voorgestelde erf aan wat vervreem sal word, asook die area wat vir bewaringsdioeleindes gereserveer sal word.

Hiermee gee die Gholfpark Huiseienaarsvereniging, wat eiendom besit aangrensend aan Erf 657, sy volle steun aan die beplande aksie. Die voorgestelde bewaringsarea sal die bestaande landelike natuur van die omgewing behou en versterk.

EIENDOMSBESKRYWING	DOEL
n Gedeelte (Ongeveer 3.29 hektaar van Erf 657 Stilbaai	Hierbeoog die Munisipaliteit het op **23 Desember 2025** 'n gedeelte van ongeveer 3.29 hektaar van Erf 657 Stilbaai-Oes deur middel van 'n **openbare veiling** aan Zipnet Trading and Investment (Pty) Ltd verkoop. Die kooptransaksie bevat verskeie opskortende voorwaardes, waarvoor die suksesvolle bydraende is om 'n herzonering van die eiendom, asook die publikasie van die vereiste omgewingsgoedkeuringsprosesse. Ten voldoening aan hierdie voorwaardes het die koper 'n stedeboukundige omgewingsgeïntegreerde aangestel om die nodige omgewingsonderskeie studies uit te voer. Die bostaande studie het bevind dat die voorgestelde verwyderde gedeelte van 1.29 hektaar, soos hierbo die openbare veiling geïdentifiseer, 'n hoë kosten-baat bekwaamde bome en sensitiewe plantegroei bevat, wat die ontwikkelingspotensiaal van die terrein aanmerkelik beperk. Ten einde die binne omgewingsperimeters van die gebied te beoordeel, is die studie uitgebrei om ook die aan grensende gedeeltes van Erf 657 te ondersoek. Die bevindinge dui daarop dat sekere aangrensende areas 'n aanmerkelik laer risiko van omgewingsgeïntegreerd en minder bekwaamde plantegroei bevat as die oorspronklik voorgestelde ontwikkelingsterrein. Op grond van hierdie bevindinge het die koper die Munisipaliteit versoek om die ligging van die voorgestelde ontwikkelingsarea gedeeltelik te verskuif na 'n minder omgewingsensitiewe gedeelte van die eiendom. Die gebied wat in geel aangedui word, verteenwoordig die voorgestelde area wat tydens die openbare veiling verkoop is, terwyl die gebied in oranje die voorgestelde alternatiewe area van voorkeur vir ontwikkeling aandui. Die munisipaliteit het die versoek in beginsel goedgekeur, onderhewig daarvan dat die verplasing van die area vir publieke insette geïdentifiseer word.	
	 Die aanvanklike terugsoek vanaf die Departement van Omgewingsake dui daarop dat 'n bioverskeidenskompensasieverhouding van **1.10** waarskynlik vereis sal word as deel van die omgewingsgoedkeuringsprosess. Gevolglik is vorengesteld dat 'n deel van ongeveer **32.9 hektaar** op 'n gedeelte van Erf 657, Stilbaai-Oes, as bioverskeidenskompensasiegebied uitgeset word, beskikbaar gestel en formeel gevoormerk word.
	Die Munisipaliteit het goedkeuring verleen vir die voorgestelde bioverskeidenskompensasiegebied. Hierdie goedkeuring behels dat die betrokke grond vir bewaringsdoeleindes gereserveer word en dat die Munisipaliteit hom daartoe verbind om die area as 'n bewaringsgebied te bestuur en te beskerm. Die vestiging van die bioverskeidenskompensasiegebied sal meebring dat die bestaande gedeelte in die toekoms nie vir ontwikkeling aanbeveel kan word nie, behoudens enige bepaalde aanpassende of regulatoriese prosesse. Die voorgestelde bioverskeidenskompensasiegebied uitgeset word in **geel** op die onderstaande kaart aangedui.	

Ons aanvaar verder dat soortgelyke beginsels in die ontwikkeling van die restant van Erf 657 van ongeveer 25 hektaar wat suid van bg area lê en aan die Gholfpark ontwikkel grens.

Namens die Bestuurskomitee

Voorsitter P.P. PIET CILLIERS

Datum 28-08-2026

2

Albert Kleynhans

From: George Sabbagha <george.sabbagha@gmail.com>
Sent: Thursday, September 3, 2026 2:15 PM
To: Albert Kleynhans
Subject: Advertensie Suid Kaap Forum erf657

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Geagte Mnr De Klerk
Advertensie in Suid Kaap Forum van Vrydag 14 Aug 2026 vir Erf 657 Stilbaai Wes

Na aanleiding van bogenoemde advertensie die volgende kommentaar:
* In beginsel het die Stilbaai Bewarings Trust (hierna SBT) geen beswaar teen die verskuiwing van die ontwikkelingsgebied nie met dien verstande dat ALLE voorwaardes wat vir die oorspronklike transaksie gegeld het, ook vir die "nuwe"gebied geld.
* Vir die SBT is die bewaring as natuurgebied van die restant van Erf 657 n baie positiewe voorstel.
* Die goedkeuring van die reservering as bewaringsgebied van restant 657 moet amptelik geregistreer word as sodanig om enige wangebruik in die toekoms te verhoed.
* As dit enigsins haalbaar is, sal die reservering as bewaringsgebied van die totale Erf 657 die SBT se EERSTE keuse wees.

Hoogagtend
Die uwe

George Sabbagha
Voorsitter van SBT

Albert Kleynhans

From: Mia Spamer <miaspamer@gmail.com>
Sent: Wednesday, September 2, 2026 4:47 PM
To: Albert Kleynhans
Subject: Beswaar en voorstel

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Geagte Mnr. Kleynhans

Betreft: Erf 657 – Beswaar en voorstel

Ek wil graag my besorgdheid uitspreek oor die voorgestelde vervreemding/verkoop van Erf 657.

Ek besef dat daar verskillende standpunte oor die toekoms van hierdie groot stuk grond is. Persoonlik voel ek dat die grootste gedeelte van Erf 657 as 'n natuurgebied behoue moet bly. Ek wonder egter of daar nie 'n goeie kompromie moontlik is nie, waar 'n gedeelte van die erf gebruik kan word vir 'n goed beplande, kompakte aftree-ontwikkeling vir ouer inwoners.

Daar is na my mening 'n toenemende behoefte aan kleiner, veilige en maklik onderhoubare behuising vir ouer mense in Stilbaai. Baie van die bestaande aftree-opsies is reeds vol of grotendeels uitverkoop.

Ek wil daarom graag versoek dat die moontlikheid van **gedeeltelike ontwikkeling van Erf 657** ondersoek word, eerder as om die hele eiendom te vervreem of die hele gebied sonder verdere ontwikkeling te laat.

Ek glo dit kan 'n geleentheid wees om die natuurlike karakter van die gebied grotendeels te behou, terwyl daar terselfdertyd voorsiening gemaak word vir 'n werklike behoefte binne ons gemeenskap.

Ek wil ook graag vra dat daar, voordat 'n finale besluit geneem word, 'n behoorlike **behoeftebepaling onder ouer inwoners en potensiële toekomstige inwoners** gedoen word. Dit sal help om vas te stel of daar werklik voldoende belangstelling in so 'n ontwikkeling bestaan.

Ek versoek u vriendelik om my standpunt en hierdie moontlike alternatief in ag te neem voordat 'n finale besluit oor Erf 657 geneem word.

Baie dankie vir u tyd en moeite.

Met Vriendelke groete

Mia Spamer

4

Albert Kleynhans

From: Hentie Schumann <schuouma@gmail.com>
Sent: Thursday, September 3, 2026 10:22 AM
To: Albert Kleynhans
Subject: Vervreemding van Munisipale Eiendom (Gedeelte ,3,29ha van Erf 657, Stilbaai-Wes sos geadverteer op 14 Augustus 2026 in die Suid-Kaap Forum

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hiermee my kommentaar

1: 'n Besigheidsarea binne-in ŉ natuurbeskermings -area is 'n skadelike opsie.

2 :Dit sal 'n besonder ingrypende negatiewe visuele impak hê op stappers wat die wandelpaadjies (uitgelê deur die voormalige voorsitter van die Stilbaai Bewaringstrust, Dr Deon Begemann) gebruik. Enige Besigheid se "mooi" estetiese aansig sal na Hoofwegwes wys terwyl die " onaansienlike " aansig na die natuurbeskermings area wys. Die aflewerings voertuie en vullis areas is dan ook in die stappers se aansig!!!

3 : Die BEDREIGDE Babiana ringens ssp australis kom ook in die area parallel met Hoofwegwes in voorgestelde area voor.

4 : Op 23April 2025 pleit Caroli de Waal, botanis en evolusionêre ekoloog, na aanleiding van 'n deeglike en uitgebreide ter plaatse ondersoek dat GEEN ontwikkeling in so ŉ sensitiewe ekosisteem oorweeg behoort te word nie Sy stel voor dat Erf 657 as geheel as ŉ bewaringsgebied geproklameer word. Caroli de Waal is 'n Ph. D kandidaat aan die Universiteit van Stellenbosch.

5 : Tydens Februarie 2019 word 'n verslag deur Dr Adriaan Grobler en Mev Susan Botha voorgelê. Op aanvraag van die Stilbaai Belange forum (tans die Stilbaai Gemeenskap forum) is ŉ Biodiversiteit en Ethnobotaniese Assessering van Erf 657, Stilbaai-Wes deur hulle gedoen. Die verslag is ook aan die Hessequa Munisipaliteit beskikbaar gestel
Hierin word bekendgestel dat Erf 657,,Stilbaai-Wes botanies ryk is en waar o.a 176 inheemse spesies voorkom waarvan 55% slegs in die Groter Kaapse Floristiese Streek.
Hulle voel ook dat Erf 657,Stilbaai-Wes groot Toerisme potensiaal het wat tot voordeel van die hele Stilbaai en sy inwoners ingespan kan word.

Ek vertrou dat alle insette in ag geneem word

Hentie Schumann
Hoofwegwes 43
Stilbaai
Sel : 082 595 8456

Onderwerp: Formele beswaar – Voorgestelde verandering van die ontwikkelingsarea op 'n gedeelte van Erf 657, Stilbaai-Wes

Geagte Mnr. Albert de Klerk / Hessequa Munisipaliteit,

Ek dien hiermee formeel my beswaar in teen die voorgestelde verandering van die ontwikkelingsarea op 'n gedeelte van Erf 657, Stilbaai-Wes.

Ek is 'n eiendomsbesitter in Stilbaai en kom reeds sedert my kinderjare — sedert 1990, toe ek twee jaar oud was — gereeld hier. Stilbaai is vir my en my familie dus nie bloot 'n vakansiebestemming nie; dit is 'n plek waarmee ek oor dekades heen 'n diep verbintenis ontwikkel het.

Dit is juis daarom dat ek toenemend bekommerd is oor die tempo en aard van ontwikkeling in Stilbaai, veral oor die afgelope vyf jaar. Ek glo ons het 'n punt bereik waar sterker en meer verantwoordelike riglyne nodig is om Stilbaai se unieke karakter, omgewing en langtermyn-bewoonbaarheid te beskerm.

Stilbaai se grootste bate is sy natuurlike omgewing

Stilbaai se waarde lê nie daarin om nóg 'n groter kommersiële sentrum te word nie. Die aantrekkingskrag van Stilbaai is presies die teenoorgestelde: sy rustigheid, laedigtheid karakter, natuurlike landskap, kuslyn, fynbos, Goukou-rivier en die merkwaardige biodiversiteit wat steeds binne en rondom die dorp voorkom.

Waar anders kan 'n mens nog in 'n Suid-Afrikaanse kusdorp deur die strate ry en 'n bosbok of ander wild in sy natuurlike omgewing sien?

Dit is nie 'n geringe of toevallige eienskap van Stilbaai nie. Dit is een van die redes waarom mense hier wil woon, eiendom koop en jaar na jaar terugkeer.

Hierdie natuurlike kapitaal is egter nie oneindig nie. **Wanneer natuurlike habitat vernietig, gefragmenteer of deur permanente infrastruktuur vervang word, kan dit nie eenvoudig later herstel word tot wat dit was nie.**

Dit is waarom ontwikkeling in 'n plek soos Stilbaai nie slegs op korttermyn-ekonomiese opbrengs beoordeel behoort te word nie. Die vraag behoort ook te wees: *Wat verloor ons permanent indien hierdie grond ontwikkel word?*

Erf 657 is nie gewone onontwikkelde grond nie

Wat my veral bekommer, is dat daar reeds wetenskaplike navorsing spesifiek oor Erf 657 bestaan. Asook die omgrensende grond. Die hele gebied moet bewaar word, nie net die voorgestelde stuk nie.

'n Biodiversiteits- en etnobotaniese assessering wat in 2019 deur navorsers verbonde aan Nelson Mandela Universiteit gedoen is, het **176 inheemse plantspesies** op Erf 657 aangeteken. Van hierdie spesies is **55% endemies aan die Groter Kaapse Florastreek**, en die studie het ook **vier plaaslik endemiese en bedreigde spesies** geïdentifiseer. Die studie het verder drie verskillende

plantegroeigemeenskappe aangeteken en aangedui dat die eiendom 'n belangrike verbindingsfunksie tussen binnelandse gebiede, die kusduine van Skulpiesbaai en die Goukou-omgewing kan vervul.

Die studie het boonop nie bloot aanbeveel dat die grond ontwikkel word nie. Dit het onder meer moontlikhede vir **bewaring, opvoeding, ekotoerisme, staproetes en die bewaring van inheemse kennis** uitgelig.

Dit is belangrik dat hierdie bestaande wetenskaplike inligting volledig in enige besluit oor Erf 657 en aangrensende erwe in ag geneem word.

Die voorgestelde "verskuiwing" van die ontwikkelingsarea

Die huidige kennisgewing stel voor dat die ontwikkelingsarea na 'n gedeelte van Erf 657 verskuif word wat as minder omgewingsensitief beskou word.

Ek glo egter dat hierdie benadering die kern van die probleem nie oplos nie.

Indien die oorspronklik geïdentifiseerde ontwikkelingsarea eers ná die verkoop as hoogs sensitief geïdentifiseer is, behoort die oplossing nie bloot te wees om die ontwikkelingsvoetspoor na 'n ander gedeelte van dieselfde eiendom te skuif nie.

Dit behoort aanleiding te gee tot 'n **volledige, onafhanklike hersiening van die aanvanklike besluit, die verkoopvoorwaardes, die ontwikkelingsvoorstel en die omgewingsimpak van die voorgestelde alternatiewe terrein.**

Volgens beskikbare openbare inligting is die ongeveer 3,29 ha-gedeelte van Erf 657 op 23 Desember 2025 tydens 'n openbare veiling verkoop. Die feit dat die ontwikkelingsarea daarna, weens omgewingsensitiwiteit, voorgestel word om te verskuif, verdien na my mening volledige deursigtigheid en behoorlike openbare ondersoek.

Ek is veral bekommerd dat hierdie proses nie voldoende sigbaarheid onder die breër Stilbaai-gemeenskap gehad het nie. Die publiek behoort toegang te hê tot die relevante kaarte, biodiversiteitsverslae, ontwikkelingsvoorstelle, veilingvoorwaardes, waardasies, Raadsbesluite en enige koop- of verkoopsooreenkomste wat die besluit voorafgegaan het.

Ons het nie nog 'n winkelsentrum nodig nie

Ek wil ook uitdruklik beswaar maak teen enige ontwikkeling van die terrein wat 'n grootskaalse kommersiële of winkelsentrumfunksie tot gevolg sal hê.

Stilbaai het reeds bestaande kommersiële fasiliteite, insluitend die Fynbos Shopping Centre en OK Foods binne die bestaande stedelike gebied.

Voordat verdere kommersiële vloeroppervlakte toegelaat word, behoort daar ten minste 'n onafhanklike **Retail Market and Impact Assessment** gedoen te word wat aantoon:

- of daar werklik voldoende plaaslike en seisoenale vraag bestaan;
- watter bestaande besighede deur nuwe kommersiële vloeroppervlakte beïnvloed sal word;
- of die ontwikkeling ekonomies volhoubaar is;
- hoeveel nuwe verkeersbewegings dit sal genereer;
- of bestaande paaie en kruisings die bykomende verkeer kan hanteer; en
- wat die impak gedurende die reeds baie besige vakansieseisoene sal wees.

Dit is veral relevant omdat bestaande studies reeds aandui dat verkeersvolumes in Stilbaai 'n groeiende uitdaging is en dat die hoofroete na Stilbaai-Wes en Jongensfontein reeds onder druk is.

Ontwikkeling moet binne Stilbaai se kapasiteit en karakter plaasvind

Ek is nie gekant teen ontwikkeling as sodanig nie. Stilbaai moet kan groei en 'n gesonde plaaslike ekonomie hê.

Maar **groei sonder behoorlike ruimtelike en omgewingsbeplanning is nie volhoubare ontwikkeling nie.**

Hessequa Munisipaliteit se eie 2026 IDP beskryf die munisipaliteit as 'n gebied van wêreldklas-biodiversiteit en unieke bewaringswaarde. Die dokument bevestig ook dat biodiversiteit in grondgebruikbeplanning geïntegreer moet word en dat die munisipaliteit se ruimtelike visie daarop gerig is om sy kus- en binnelandse dorpe, natuurlike hulpbronne en omgewingsbates vir toekomstige geslagte te beskerm.

Dit strook ook met die beginsels van die **National Environmental Management Act**, wat vereis dat ontwikkeling sosiaal, omgewings- en ekonomies volhoubaar moet wees, en dat die versteuring van ekosisteme en verlies aan biodiversiteit vermy of, waar dit nie vermy kan word nie, tot die minimum beperk en herstel moet word.

Die **Spatial Planning and Land Use Management Act (SPLUMA)** vereis verder dat ruimtelike beplanning onder meer beginsels van ruimtelike volhoubaarheid, doeltreffendheid, veerkragtigheid en goeie administrasie moet toepas, insluitend die beperking van stedelike uitbreiding en die inagneming van huidige én toekomstige infrastruktuurkoste en omgewingsimpakte.

Stilbaai moet nie die volgende George of Mosselbaai word nie

Ek glo ons moet eerlik wees oor wat Stilbaai se unieke waarde is.

Stilbaai se waarde lê juis daarin dat dit nie George of Mosselbaai is nie.

Dit is 'n kleiner, rustiger, meer eksklusiewe kusdorp waar mense steeds 'n besondere verhouding met die natuurlike omgewing kan hê.

As ons dieselfde model van voortdurende kommersialisering, groter ontwikkeling, meer verkeer en groter infrastruktuurvoetspore volg as groter kusdorpe, verloor Stilbaai uiteindelik die eienskappe wat dit in die eerste plek aantreklik gemaak het.

Die ironie is dat ons die natuurlike en ruimtelike karakter van Stilbaai kan vernietig in 'n poging om die dorp "te ontwikkel", terwyl daardie einste karakter een van sy grootste ekonomiese en toerismebates is.

My versoek

Ek versoek daarom dat Hessequa Munisipaliteit:

1. **Die voorgestelde verandering van die ontwikkelingsarea nie goedkeur nie.**
2. Die volledige biodiversiteits-, omgewings- en spesialisverslae wat op Erf 657 betrekking het, openbaar maak.
3. Die relevante **veilingvoorwaardes, waardasie, Raadsbesluite, ontwikkelingsvoorstel en koop-/verkoopdokumentasie** beskikbaar stel vir openbare insae.
4. 'n Onafhanklike biodiversiteitsassessering laat doen wat nie slegs die onmiddellike terrein nie, maar ook **ekologiese verbindings, fauna, beskermde plantspesies en kumulatiewe ontwikkelingseffekte** in ag neem.
5. 'n Volledige **Traffic Impact Assessment** vereis voordat enige kommersiële ontwikkeling oorweeg word.
6. 'n Onafhanklike **Retail Market and Impact Assessment** vereis om die werklike behoefte aan verdere kommersiële vloeroppervlakte in Stilbaai te bepaal.
7. Die kumulatiewe impak van die talle onlangse en voorgestelde ontwikkelings in Stilbaai op **verkeer, water, riool, stormwater, infrastruktuur, biodiversiteit en die dorp se karakter** in ag neem.
8. Alternatiewe gebruike vir Erf 657, insluitend **bewaring, staproetes, opvoedkundige lae-impak ekotoerisme**, ernstig oorweeg.

Ek doen hierdie beswaar nie uit 'n beginsel van "geen ontwikkeling" nie. Ek doen dit vanuit die oortuiging dat ontwikkeling in Stilbaai **sensitief, verantwoordelik en binne die natuurlike en infrastruktuurkapasiteit van die dorp** moet plaasvind.

Ons kan nuwe winkels bou. Ons kan nuwe paaie bou. Ons kan nuwe geboue bou.

Maar ons kan nie 'n natuurlike ekosisteem wat eenmaal vernietig is, eenvoudig terugkoop nie.

Ek versoek die Munisipaliteit om daarom nie slegs die korttermynwaarde van hierdie ontwikkeling te oorweeg nie, maar ook die langtermynwaarde van Stilbaai as 'n unieke natuurlike, leefbare kusdorp.

Ek versoek dat hierdie beswaar formeel op rekord geplaas word en dat ek as 'n belanghebbende party in kennis gestel word van enige verdere besluite of prosesse rakende Erf 657.

Vriendelike groete,

Talita Smuts
Eiendomsbesitter, Stilbaai
3 Bessie Straat
talitacal@gmail.com
071 814 8135

6

Albert Kleynhans

From: Tyna Lamprecht <lamprecht.tyna@yahoo.com>
Sent: Sunday, August 30, 2026 12:12 PM
To: Albert Kleynhans
Cc: Journalis Forum Stilbaai Johan Victor
Subject: Erf 657

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Erf 657
Beste Mnr Kleynhans,

My voorstel is dat die grootste gedeelte van erf 657 as natuurpark gehou word, Maar dat 'n gedeel van 657 vir 'n Aftree-oord verkoop word Om te laat ontwikkel vir persone oor 70.
Redes:
Ellenrust is 99% uitverkoop;
Stillwater is 100% verkoop;
Palingatoord is ten volle verkoop.
Ouetehuis - huis stilbaai is vol.

As mens kerk toe gaan, sien jy dat ouer mense (oor 70) Die Kerke volsit - hulle sal binnekort kleine kompakte huise nodig hê.

Stuur asb n vraelys uit Om behoefte te bepaal.

As die reuse erf 657 nie ontwikkel word nie, sal die natuurpark n groep van 100 werkers moet betaal Om n maand lank rooi-pitjie en ander onaanvaarbare eksotiese plante te verwyder.
Daarna sal jy ten minste 10 voltydse sekuriteits amptenare in diens moet neem om te sorg dat dit veilig is Om daar te stap. Wat help dit Om n natuurpark te hê en dis te gevaarlik Om daar te stap?

Ook 4 keer n jaar sal n groot groep onder leiding van die kappers onkruid - plante moet uitroei.

Antwoord asb op al my punte.

Dankie vir die moeite.

Groete.
Mev Lamprecht

Sent from my iPhone

Dear Mr Henrique Fielies

We hereby submit our formal comments and objections as **Interested and Affected Parties** in terms of Section 45 of the Hessequa Municipality Land Use Planning By-Law, 2015, regarding the proposed subdivision of **Erf 657, Stilbaai-West**, which is municipal-owned land and adjacent to properties in the immediate area.

We would like to raise concerns regarding the **subdivision and intended sale of Erf 657**, as there is concern that the subdivision may be intended as a precursor to **future retail or commercial development**. We therefore wish to place our concerns formally on record at this early stage.

1. Traffic and Access

The property is situated at the intersection of **MR332 (Main Road)** and **MR331 (Jongensfontein Road)**. During holiday periods, MR332 is already heavily congested, making it extremely difficult for residents in the surrounding area to safely enter or exit their properties.

We strongly request that:

- Any future access to the subdivided property be restricted to **MR331 (Jongensfontein Road)**; and
- No direct access be permitted onto **MR332 (Main Road)**.

A full **Traffic Impact Assessment (TIA)** must be mandatory before any development application is considered.

2. Construction Phase Impacts

Should development proceed in future, a detailed **Construction Management Plan** must be submitted and approved, addressing:

- Dust suppression measures
- Noise control
- Control of construction hours
- Prevention of illegal dumping
- Management of construction vehicles and personnel
- Protection of the adjacent natural bush and environment

3. Nature of Future Development and Mandatory Applications

At present, the nature of any future development is unknown. We accordingly request confirmation that **no development may commence** unless and until the following **separate applications** have been submitted, assessed, and approved:

- Rezoning (if applicable)
- Consent use applications for any business or retail activities
- A full **Traffic Impact Assessment (TIA)**

- An **Environmental Impact Assessment / Environmental Management Plan**, where applicable
- Building plan approval in terms of the National Building Regulations

Each of the above applications must be subject to a **separate public participation process**, and we request that we be formally notified and registered as **Interested and Affected Parties (I&APs)** for all such future applications.

4. Operational Impacts After Development

Should development be approved in future, strict conditions must apply to address:

- Noise from generators, refrigeration condensers, and mechanical equipment
- Noise from entertainment or lifestyle-related activities
- Light pollution from advertising boards, security lighting, and reflective surfaces (including solar panels)
- Stormwater management to ensure runoff is diverted away from neighbouring properties
- Waste management, including placement of waste skips and prevention of illegal dumping
- Odours and fumes from potential food-related businesses

5. Parking

Adequate on-site parking must be provided. Overflow parking on public pavements or within surrounding residential areas will not be acceptable.

6. Reservation of Rights

We request that no development rights be inferred or granted through the subdivision approval or sale of the property alone. All future development, rezoning, consent use, or building applications must be subject to full public participation. We hereby reserve all our rights to comment on and object to such applications at the appropriate time.

We trust that these concerns will be taken into consideration when evaluating the subdivision application.

Yours faithfully,
Hannes Fourie (Owner – 41 Sterretjie Laan)
+27 82 410 8562
Interested and Affected Party

STILBAAI
Gemeenskapsforum | Community Forum

Together we make a difference
Saam maak ons 'n verskil

3 September 2026

The Municipal Manager
Hessequa Municipality
PO Box 29
RIVERSDALE
6670
Email: albert@hessequa.gov.za
Copy: hendrik@hessequa.gov.za

To whom it may concern

RE: ERF 657, STILBAAI WEST

The Stilbaai Community Forum (SCF) is of the view that it may be premature for the public to be invited to comment on the proposed layout of a proposed (unknown) development on Erf 657. No context has been provided to the proposed layout and more importantly, no specific development type has been put forward yet. The absence of clarity and suitable context would be required before any meaningful consultation can be undertaken.

In addition, it is mentioned that a biodiversity specialist has assessed the site, but the report provided by this specialist has not been made available. It is therefore not possible for the SCF to make any meaningful input at this stage and in light of the very limited information provided.

For the Hessequa Municipality (HM) to commit to a biodiversity offset as the proposed mitigation strategy for biodiversity losses and impacts is to undo the value of any environmental impact assessment (EIA) process. Any EIA process (regulated through the National Environmental Management Act 107 of 1998 and the EIA Regulations, 2014) is approached from the perspective of implementing the mitigation hierarchy, which in simple terms requires the proponent/developer to avoid impacts altogether. Therefore, the proposed development (unknown at this stage) should be assessed from the perspective of avoiding all impacts, including biodiversity impacts.

Only if that cannot be achieved, should other avenues namely mitigation and rehabilitation be considered. The developer will have to make a case why avoidance of such impacts cannot be achieved.

As an absolute last resort, an offset can be considered. The wording of the notice calling for comment suggests that no possibility of avoidance, mitigation or rehabilitation will be investigated at all. This puts the development in a very bad light and by implication the HM as well.

The proposed development (whatever its nature) is likely to fail if this is the approach to be adopted by the developer. Even in the unlikely event that the EIA process results in an approval, with an offset obligation tied to it, the proponent should pay for the management of the offset area. This should not be only for the HM account. It is not understood why the HM needs to commit to an offset obligation at this very early stage of the process. The HM commitment at this stage is problematic in our view. If this is to materialise (that HM has an offset obligation) it will result in financial and other obligations to be committed to by HM. It is not clear if the full impact of this commitment has been quantified and properly planned for.

We trust these comments are of value to you.

Regards

On behalf of Martin Groenewald
Chairperson

Albert Kleynhans

From: Trienkie Lombard (GAS Legal) <legal@galileocapital.co.za>
Sent: Friday, September 4, 2026 10:48 AM
To: Albert Kleynhans
Subject: OBJECTION TO DEVELEPMENT OF ERF 657, STILBAAI

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

I object
Reason for objection:
A 2019 biodiversity and ethnobotanical assessment specifically of erf 657 found 176 indigenous plant species, with 55% endemic to the treater Cape Floristic Region, three vegetation communies and four locally endemic and endangered species. Researches also found that property contributes to ecological connectively between inand areas, the coastal dunes of Skulpiesbaai and to the Goukou River.
I am SURE you know all this, however, I am very concerned about the ongoing development of Stilbaai. Stilbaai is very quickly losing its charm and character. Local coffee shops and shops are being replaced by franchises. Incoming crime is suddenly rising. Traffic is an absolute nightmare. There is no infrastructure to maintain this ruthless ongoing onslaught on Stilbaai.
The current shopping centres are more than adequate for Stilbaai, there is absolutely NO need for further development. Wild life is being driven from all possible hiding places.
I am really saddened to see what is happening with Stilbaai. I promise, it is NOT for the greater good but only about money. The developers DO NOT CARE about the residents of Stilbaai – only about the mega money they make.

I HEREWITH OBJECT to this development and also the ongoing onslaughts on STilbaai.
Regards
CS Lombard

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10

Albert Kleynhans

From: Leon Stander <leonstander@gmail.com>
Sent: Friday, September 4, 2026 11:15 AM
To: Albert Kleynhans
Subject: Beswaar teen ontwikkeling van erf 657

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Wie dit mag aangaan

Ek, Leon Johan Stander (ID No. 5304245017083) maak hiermee beswaar teen die beplande ontwikkeling van erf 657. My redes is:

1. Dit druis in teen die biodiversiteits-belang van die omgewing
2. As sulks sal die Hessequa-munisipaliteit strydig optree teen sy eie gestelde biodiversiteits-doelwitte en - beleide
3. Daar is voldoende sake-ontwikkeling en besigheidsentrums in areas soos by OK en Fynbossentrum
4. Dit is teen die wense van die meerderheid inwoners waarmee ek kontak het. Ten minste sal 'n "referendum" onder inwoners gehou moet word om hulle wense te bepaal

Die uwe

L.J. Stander
Mede-eienaar van Aalwynstraat 7, Stilbaai-Wes
Besoeker aan Stilbaai sedert ongeveer 1985

//

Albert Kleynhans

From:	Karen Van As Stander <standk@unisa.ac.za>
Sent:	Friday, September 4, 2026 11:19 AM
To:	Albert Kleynhans
Cc:	Christo Van As (christo@scvanas.co.za); Lardo Stander <LardoS@TSHWANE.GOV.ZA> (LardoS@TSHWANE.GOV.ZA); Karen Stander
Subject:	Formal Objection to Proposed Development of Erf 657, Stilbaai (Deadline 12:00 Today)
Importance:	High

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

4 September 2026

Dear Mr Albert,

I am writing to formally object to the proposed development of Erf 657 and the surrounding area, ahead of today's 12:00 deadline.

1. Documented biodiversity significance of the site itself
A 2019 biodiversity and ethnobotanical assessment of Erf 657 recorded 176 indigenous plant species, 55% of which are endemic to the Greater Cape Floristic Region, across three distinct vegetation communities, including four species classified as both locally endemic and endangered. The same assessment found that the property contributes to ecological connectivity between the inland areas, the coastal dunes of Skulpiesbaai and, to a lesser extent, the Goukou River. On this basis, the researchers recommended integrated fire and invasive-plant management and noted that the property could instead offer significant educational, conservation, and ecotourism value. Given this documented ecological function, the proposed development would remove a site whose value has already been independently established, not an undifferentiated parcel of vacant land.

2. Inconsistency with the Municipality's own Integrated Development Plan
Hessequa's 2026 reviewed Integrated Development Plan (IDP) describes the municipality as situated within an area of "world class biodiversity and of a unique conservation value," and identifies sustainable development as a key municipal objective. The IDP further states that its Biodiversity Sector Plan is intended to identify sites critical for conservation and to mainstream biodiversity into land-use planning and decision-making. Approving development on a site already flagged for its biodiversity value would run directly counter to the Municipality's stated planning intent.

3. Conflict with Hessequa's stated spatial vision
The IDP also sets out a spatial vision to preserve Hessequa's coastal and inland towns, cultural assets and environmental treasures for future generations, and states that spatial planning is intended to balance development pressures against ecological assets. The Erf 657 proposal tests that balance directly, given the ecological findings already on record for the site.

4. Prior objections and existing Critical Biodiversity Area classification
An October 2025 Hessequa Council agenda concerning Erf 657 recorded that objections had already been received, particularly regarding protected vegetation and walking trails, and confirmed that a portion of the broader property under consideration is classified as a Critical Biodiversity Area. This is not a new or isolated concern; it is a continuation of an established pattern of objection grounded in the site's protected status.

5. Downstream risk to the Goukou Estuary and Stilbaai Marine Protected Area

The Goukou Estuary forms part of the Stilbaai Marine Protected Area and has been ranked highly for ecological importance. Research on the area describes Stilbaai as surrounded by terrestrial, riverine and marine protected areas, and warns that increasing construction and population place pressure on adjacent environments and fauna through spill-over effects. Development at Erf 657 therefore carries risk beyond its own boundaries, given its proximity to this protected system.

6. Regional biodiversity context
CapeNature describes the wider area as exceptionally biodiverse, comprising dunes, sandy beaches, rocky shores, coastal fynbos, salt marshes, reefs and estuarine habitats. Geelkrans alone is estimated to contain 1,200 plant species and 194 species of conservation interest, along with numerous mammals, reptiles, amphibians and birds. This concentration of biodiversity in the immediate vicinity strengthens, rather than diminishes, the case for protecting Erf 657 specifically.

7. Existing traffic pressure
A Garden Route transport-planning study records substantial holiday-season congestion in the area, and a more recent environmental authorisation document confirms that growing traffic volumes associated with Stilbaai's growth are already placing pressure on the main access route to Stilbaai West and Jongensfontein. Additional development would add to a traffic burden that existing planning documents already describe as under strain.

8. Questionable need for further commercial development
A Western Cape tourism-planning study identified Stilbaai, alongside several other established coastal centres, as an area showing relative overdevelopment of tourism infrastructure. Separately, a specialist planning report for the area confirms that commercial provision, including OK Foods and Fynbos Shopping Centre, already exists within walking distance of Erf 657. Taken together, these findings raise a genuine question as to whether additional commercial floor space is actually needed, rather than simply available to build.

A personal note
Our family has owned a house in Stilbaai for years. My parents live there full-time, and my children have been coming to Stilbaai their whole lives. The pace of change we have watched over that time is a source of real concern. Development itself is not the objection; I recognise it is inevitable and, at times, necessary. My objection is to development that does not weigh the long-term picture against the short-term gain. A shopping centre or an estate can be built at any time. The biodiversity that makes Stilbaai what it is cannot be rebuilt once it is gone.

Kind Regards/ Vriendelike Groete/ Ka Boikokobetso,

Karen

Please take note that in line with the Protection of Personal Information Act 4 of 2013, student queries can only be addressed if sent from a myLife e-mail.

UNISA university of south africa

Dr Karen Stander
PhD, Strategic Management (UP)
MCom Business Management (Cum Laude)
Senior Lecturer
Post-graduate Degree Co-ordinator
Project Leader: Degree Suite Global Sustainability Challenges
Member of the Midwest Academy of Management

Department of Business Management

College of Economic and Management Sciences
Tel: 012 429 2933 | **Cell:** +27 79 894 2574 |
E-mail: standk@unisa.ac.za

Student Communication Services Centre (SCSC) toll-free number: 0800 00 1870

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12

Albert Kleynhans

From: Dorena Louw <dorena.louw2024@gmail.com>
Sent: Friday, September 4, 2026 11:32 AM
To: Albert Kleynhans
Subject: Beswaar: ontwikkeling van erf 657

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

---------- Forwarded message ---------
From: **Henk Louw** <louw.henk@gmail.com>
Date: Fri, 04 Sept 2026, 11:26
Subject: Beswaar: ontwikkeling van erf 657
To: <dorena.louw2024@gmail.com>

AAN: Hessequa Munisipaliteit

AANDAG: Mnr. Albert de Klerk

PER EPOS: dorena.louw2024@gmail.com

VAN: Dorena Louw

EIENDOMSBESITTER / INWONER VAN: Parkstraat 5, Stilbaai-Wes, wyk 3, erf 339

KONTAKNOMMER: 0829284112

DATUM: 4 September 2026

Onderwerp: Formele beswaar – Voorgestelde verandering van die ontwikkelingsarea op 'n gedeelte van Erf 657, Stilbaai-Wes

Geagte Mnr. Albert de Klerk / Hessequa Munisipaliteit,

Hiermee dien ek formeel my beswaar in teen die voorgestelde verandering van die ontwikkelingsarea op 'n gedeelte van Erf 657, Stilbaai-Wes.

As 'n besorgde [inwoner / eiendomsbesitter / gereelde besoeker] wat oor 'n lang tydperk 'n diep verbintenis met Stilbaai opgebou het, is ek toenemend bekommerd oor die tempo en aard van ontwikkeling in ons dorp oor die afgelope paar jaar. Stilbaai se unieke karakter, omgewing en langtermyn-bewoonbaarheid moet beskerm word deur strenger en meer verantwoordelike riglyne.

Dit is 'n groot ironie dat ons die natuurlike en ruimtelike karakter van Stilbaai kan vernietig in 'n poging om die dorp "te ontwikkel", terwyl daardie einste karakter een van sy grootste ekonomiese en toerismebates is. Stilbaai se waarde lê juis daarin dat dit **nie** George of Mosselbaai is nie. Dit is 'n kleiner, rustiger en meer eksklusiewe kusdorp waar mense 'n besondere verhouding met die natuurlike omgewing kan hê. As ons dieselfde model van voortdurende kommersialisering en groter infrastruktuurvoetspore volg, verloor Stilbaai die eienskappe wat dit in die eerste plek aantreklik gemaak het.

1. NATUURLEWE

Erf 657 is nie gewone onontwikkelde grond nie. Ons lees dat wetenskaplike navorsing wat spesifiek op Erf 657 en die omgewing gedoen is, duidelik wys dat die hele gebied bewaar behoort te word:

- **Biodiversiteit:** 'n Assessering deur navorsers verbonde aan die Nelson Mandela Universiteit (2019) het **176 inheemse plantspesies** op Erf 657 aangeteken, waarvan **55% endemies** is aan die Groter Kaapse Florastreek. Dit sluit vier plaaslik endemiese en bedreigde spesies in, asook drie verskillende plantgemeenskappe.
- **Ekologiese "gang":** Die studie toon dat die eiendom 'n belangrike verbindingsfunksie vervul tussen binnelandse gebiede, die kusduine van Skulpiesbaai en die Goukou-omgewing.
- **Aanbeveling vir Bewaring:** Die studie het uitdruklik aanbeveel dat die grond **nie** ontwikkel word nie, maar benut word vir bewaring, opvoeding, ekotoerisme, staproetes en die bewaring van inheemse kennis.

2. BEKOMMERNISE OOR DIE "VERSKUIWING" en die PROSES

Die voorstel om die ontwikkelingsarea na 'n "minder omgewingsensitiewe" gedeelte van Erf 657 te verskuif, los nie die kern van die probleem op nie.

- Indien die oorspronklik geïdentifiseerde area eers ná die verkoop as hoogs sensitief geïdentifiseer is, behoort die oplossing nie bloot te wees om die voetspoor na 'n ander gedeelte te skuif nie. Dit regverdig 'n volledige, onafhanklike hersiening van die aanvanklike besluit en verkoopvoorwaardes.
- Volgens openbare inligting is die ~3,29 ha-gedeelte van Erf 657 op 23 Desember 2025 op 'n openbare veiling verkoop. Die feit dat die area nou verskuif word, verdien volle deursigtigheid en openbare ondersoek. Die breër Stilbaai-gemeenskap moet toegang hê tot alle relevante kaarte, veilingvoorwaardes, waardasies, Raadsbesluite en koop/verkoop-ooreenkomste.

3. KOMMERSIËLE NOODSAAKLIKHEID EN INFRASTRUKTUURDRUK

Tans is daar geen behoefte aan 'n nuwe winkelsentrum nie: Stilbaai beskik reeds oor bestaande kommersiële fasiliteite. Daar is geen bewese behoefte aan verdere grootskaalse kommersiële vloeroppervlakte wat bestaande plaaslike besighede kan benadeel nie.

Verkeer en Infrastruktuur: Die hoofroetes na Stilbaai-Wes en Jongensfontein is reeds onder groot druk. Die bykomende verkeersbewegings, veral gedurende besige vakansieseisoene, sal die bestaande pad- en kruisingsinfrastruktuur verder oorbelas. Mense kom hou nie vakansie om 'n uur lank in die verkeer vas te sit nie en vir permanente inwoners is die vakansieverkeer reeds 'n jaarlikse onaangenaamheid.

4. WETLIKE EN BEPLANNINGSRAAMWERKE

Sover ek verstaan, staan hierdie ontwikkeling teenstrydig met die Munisipaliteit se eie beleid en nasionale wetgewing:

- **Hessequa IDP (2026):** Beskryf die munisipaliteit as 'n gebied van wêreldklas-biodiversiteit en vereis dat biodiversiteit in grondgebruikbeplanning geïntegreer word om omgewingsbates vir toekomende geslagte te beskerm.
- **NEMA (National Environmental Management Act):** Dié wet vereis dat ontwikkeling sosiaal, omgewings- en ekonomies volhoubaar moet wees, en dat die versteuring van ekosisteme en verlies aan biodiversiteit vermy of tot die minimum beperk moet word. Ek kan nie sien dat hierdie ontwikkeling daaraa kan beantwoord nie.
- **SPLUMA (Spatial Planning and Land Use Management Act):** Die wet vereis ruimtelike volhoubaarheid, die beperking van stedelike uitbreiding (*urban sprawl*), en die inagneming van langtermyn infrastruktuurkostes en omgewingsimpakte. Mense woon nie in Stilbaai om op NOG huise uit te kyk nie. Ons wil juis die natuur sien.

5. FORMELE VERSOEKE AAN HESSEQUA MUNISIPALITEIT

Ek doen hierdie beswaar vanuit die oortuiging dat ontwikkeling binne die kapasiteit van ons dorp moet plaasvind in terme van die natuur, maar ook die infrastruktuur. Dit is eenvoudig nie positiewe ontwikkeling om nog 'n natuurlike ekosisteem te verloor nie.

Ek versoek daarom dat Hessequa Munisipaliteit die volgende stappe neem:

1. **Afkeuring:** Die voorgestelde verandering van die ontwikkelingsarea op Erf 657 nie goedkeur nie.
2. **Openbaarmaking van Dokumente:** Alle biodiversiteits-, omgewings-, spesialis- en veilingdokumentasie (insluitend waardasies, Raadsbesluite en koop/verkoop-ooreenkomste) beskikbaar stel vir openbare insae.
3. **Onafhanklike Omgewingsassessering:** 'n Onafhanklike biodiversiteitsassessering laat doen wat die terrein, ekologiese verbindings, fauna, beskermde plantspesies en kumulatiewe impakte in ag neem.
4. **Impakstudies:** 'n Volledige *Traffic Impact Assessment* en 'n *Retail Market and Impact Assessment* vereis om die verkeersimpak en die werklike ekonomiese behoefte te bepaal.
5. **Kumulatiewe Impak:** Die kumulatiewe druk van alle onlangse ontwikkelings op Stilbaai se water, riool, stormwater, verkeer en dorpskarakter formeel te Evalueer, met spesifieke verwysing na seisoentye.
6. **Alternatiewe Gebruike:** Alternatiewe, lae-impak gebruike vir Erf 657 (soos bewaring, staproetes en opvoedkundige ekotoerisme) ernstig te oorweeg.

SLUITING EN REGISTRASIE AS BELANGHEBBENDE

Ek versoek dat hierdie beswaar formeel op rekord geplaas word en dat ek as 'n Belanghebbende en Geaffekteerde Party (B&GP) in kennis gestel word van enige verdere besluite, vergaderings of publieke deelnameprosesse rakende Erf 657.

Vriendelike groete,

Dorena Louw

13

Albert Kleynhans

From: Johan Pauw <johan.pauw@gmail.com>
Sent: Friday, September 4, 2026 11:47 AM
To: Albert Kleynhans
Subject: Erf 657 objection

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Sir,
We, as residential owners in Stilbaai West, are compelled to object to any infrastructural developments on Erf 647.

Reason for objection. This area is a unique biodiversity area connected to the dunes of Skulpiesbaai Nature Reserve. It should be managed with the due respect and stewardship that Hessequa should exercise with regards to natural resources under its legal jurisdiction.

We thank you for reconsidering.

Dr E and Mr JC Pauw

14

Albert Kleynhans

From: Christina Mars <stilbaai6674@gmail.com>
Sent: Friday, August 21, 2026 5:20 PM
To: Albert Kleynhans
Subject: Re/erf 657 Stilbaai Wes

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Albert,

Regarding the advertisement in Suidkaap Forum of August 14th 2026 and your email to Gustav Radloff and Rachel Wall of the same date, I would like to have some clarifications about erf. 657.

I would like to ask for a clear, large resolution map with the measurements clearly indicated, especially when it comes to the space between Main Road West and the development. Will that green space remain intact?

1. The offset area marked in yellow and the developable area seem to overlap, is there a clear indication what the offset area will include?
- What will the zoning of the offset area be and will it be safeguarded from any future development?
- Will the offset area be enlarged with future development on this erf. or will each development refer back to this same offset area?
- Is the offset area added over and above the green strokes already set out in the original map by Danette Jones, some of which now may be encroached on?

2. As part of Hessequa Herbarium and CREW operating directly under SANBI to protect rare and endangered wildflowers, your map seems to suggest that it is mainly the Milkwood trees (a protected tree) that stand in the way of the development at the first chosen location. This has however little to do with biodiversity, which is extremely high on Re/erf 675. Since I know the erf very well and with regards to the published and peer-reviewed assessment of said erf:

researchgate.net

there is a very high incidence of red-listed plants. This is also due to the fact that erf. 657 has never been ploughed.

3. Can we establish the precise location of the non-permanent water pan, that hosts a different habitat entirely, in relation to the building map?

4. What is going to be developed and what are the effects on the large underground fresh water storage?

5. What becomes of the important wildlife corridors as set out by Danette Jones?

5. On a more general level I would like to ask about offset areas. In the Western Cape the first guidelines were put into effect in 2007. Could you kindly point me to the offset areas put into place for all the larger developments that happened in Stilbaai lately (Fleur de Vie, Plattebosch Kloof, Preekstool, Thornhill etc.) since the establishment of Kloofsig which partly encroaches on a wetland?

Thank you for clarification of these points. This will enable us to make a more enlightened comment on the proposed development.

If possible I would like to view the current EIA for above mentioned project on which the first and current development proposals are based.

Regards,
Christina Mars

Sent from my SA iPhone

15

Albert Kleynhans

From:	Janet Naude <eduanj57@gmail.com>
Sent:	Sunday, August 16, 2026 7:45 PM
To:	MM PA; Objections; Albert Kleynhans; Shagon Carelse; Lelanie Steyn; Kay-Ann Page
Cc:	'Rhett Smart'; Danie.Swanepoel@westerncape.gov.za; 'BotSoc Info'; odette@overbergrenosterveld.org.za; W.Voigt@sanbi.org.za; I.Ebrahim@sanbi.org.za
Subject:	Jurisch Park Riversdale
Attachments:	DSC_0002.JPG

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Still Bay

6674

16

August 2026
Albertus Stephanus Abraham de Klerk
Municipal Manager
Hessequa Municipality
P.O. Box 29
Riversdale 6670

Sale of Jurisch Park ~37,200m²/3.72ha Rem.Erf 2080, Riversdale

That Hessequa Municipality (HM) intends to sell off Jurisch Park to Dorpsstraat Convenient Retail Investments for a shopping centre (*Suid-Kaap FORUM* ad of 17 July 2026) should be responded to with utter outrage. This is Public Land which was converted from a municipal rubbish dump into a famous Botanical Garden until HM neglected its duty to take care of it – see attached *Cape Times* newspaper cutting of June 1973.

Once more we are reminded how little HM respects the hard work of its Ratepayers and residents who leave a legacy for Hessequa towns and future generations. Instead blindly following the commercial path and unable to appreciate the true worth of Riversdale's last green area.

Jurisch Park was declared a Botanical Garden in 1963 and Kirstenbosch sponsored its Conservation. In the 70s I remember buying fragrant bunches of Stocks to put on my grandfather's grave across the N2 – this graveyard, once "die mooiste in die land" (*SKF* 3 July 1998), is now also a neglected disgrace.

Werner Frehse's daughter, Karin who has inherited her father's Ecological intelligence, writes in her book *When an African marries a Russian* (p.32) that tour buses stopped there and that the park is noted by travel writer, T.V. Bulpin: "...Riversdale... a great area for wild flowers and aloes... there is a magnificent collection of these local aloes all blooming in May and June, while mesembryanthemums are equally spectacular in spring. A skilled gardener, Werner Frehse, has the care of this collection and the spectacle has brought many travellers to a halt on the National Road" (*Discovering Southern Africa*, p.160). She recalls in an email of 3 August 2026 that it had "beautiful rockeries planted with unusual flowering plants a la Karoo National Park near Worcester, and planted with unusual Ericas of Riversdale". Dr Douglas Hey, ex Director of Nature Conservation considered it one of the Cape's most beautiful gardens.

I suspect Jurisch Park is a piece of the **Endangered** Eastern Ruens Shale Renosterveld which Dr Odette Curtis-Scott of the Overberg Renosterveld Trust called the 36.5ha Renosterveld around the Riversdale airstrip, earmarked for an aviation estate (email of May 2026). This may well account for Riversdale's wonderfully fertile soil for gardening and why Dr Tol Pienaar collected so many interesting plants on what was then the Riversdale Commonage, now a taxi rank, for the Hessequa Herbarium which is part of the National Herbarium. The fertility of this vegetation type is the

reason why so much of it has been ploughed up and the well-know aroma of the endemic *Agathosma* ("Buchu") which Bulpin also refers to, is no longer smelt.

Instead of snuffing out life-sustaining Mother Earth with another cement shopping centre, please create a more sustainable Employment Opportunity by returning Jurisch Park to its former glory. As there's a Critical Biodiversity Area over a significant portion of Rem.Erf 2080, HM is urged to re-purchase Erwe 7648 and 2074 to regain its environmental viability.
What happened to "a town market in Jurisch Park" (*SKF* 4 November 2022)?

Witnessing this continual and total disregard for the Public Voice and Natural Assets confirms who to boot out in the forthcoming November municipal elections. May the visionary work of Councillor T.K.K. Jurisch (from September 1926-1940) and Werner Frehse, Superintendent of Works and Curator of Parks (1950-1973) not have been in vain.

Please acknowledge receipt of this objection and keep me posted about HM's decision.

Regards
Dr Janet Naudé
HM Ratepayer & Enviro activist
cc. CapeNature, DEA&DP, SANBI, BotSoc, CREW, The Overberg Renosterveld Trust and other I&APs.

9.9 SHARED RESPONSIBILITY OF NATIONAL ROADS IN RURAL URBAN AREAS VERSION 4 APRIL 23/2024 (HESSEQUA MUNICIPALITY-DRAFT)

File number / Verwysingsnommer: 6/2/1/1

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Manager: Civil Infrastructure Services – Mr. S. Morris

PURPOSE OF REPORT / DOEL VAN VERSLAG

To inform Council of the proposed Memorandum of Agreement (MOA) received from the South African National Roads Agency SOC Limited (SANRAL) regarding the sharing of responsibilities for the management and maintenance of specified sections of National Road 2 passing through the towns of Albertinia, Riversdale and Heidelberg, and to obtain direction on whether the Municipality is prepared to accept the proposed additional responsibilities and the associated financial and operational implications.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

SANRAL has proposed a Memorandum of Agreement with Hessequa Municipality to regulate the respective responsibilities of SANRAL and the Municipality in respect of the specified sections of National Road 2 passing through Albertinia, Riversdale and Heidelberg.

The draft agreement records that National Road 2 Sections 5 and 6 pass through the three towns and that specified sections of the national road traverse streets within the municipal area. The purpose of the agreement is to regulate the parties' respective rights and responsibilities relating to the management, control, maintenance and rehabilitation of the specified road sections.

It is important to note that the draft agreement specifically acknowledges that ownership of the specified road reserve remains vested in SANRAL and that the Municipality does not become the owner of the road reserve as a result of the agreement.

The draft agreement provides for a number of responsibilities to be shared between SANRAL and Hessequa Municipality. Of particular relevance to the Municipality's operational departments are:

- Maintenance of stormwater drains;
- Maintenance of stormwater pipes;
- Provision and maintenance of fencing;
- Provision and maintenance of road signs;
- Removal of illegal signs;
- Maintenance of garden plants, lawns and trees within the specified road reserve;
- Access to the specified road reserve;

- Removal of rubbish and refuse;
- Certain responsibilities relating to advertisements and trading; and
- Other responsibilities as detailed in Annexure C of the proposed agreement.

The agreement further requires the Municipality, when performing its responsibilities, to provide appropriate traffic accommodation and to ensure the safety of both its employees and road users.

The proposed arrangement has significant safety implications for the Municipality.

The national road carries through-traffic in addition to normal local traffic within the three towns. Municipal employees undertaking maintenance activities within or adjacent to the national road will therefore be exposed to a higher level of traffic risk. The draft agreement specifically places an obligation on the Municipality to provide the necessary traffic accommodation measures and equipment when carrying out its responsibilities and to ensure the safety of workers and road users.

This may require the Municipality to have sufficient:

- Traffic accommodation equipment;
- Appropriate signage and barriers;
- Trained personnel;
- Personal protective equipment;
- Suitable vehicles and machinery;
- Traffic management arrangements; and
- Supervision of work undertaken within the road reserve.

There is also a potentially significant liability exposure. The draft agreement provides for the Municipality to indemnify SANRAL in respect of certain claims relating to injury, death, loss or damage arising from the Municipality's responsibilities, including circumstances involving negligence, wilful acts or breach of the agreement.

The Municipality also records in the draft agreement that it has provision for public liability claims and that such provision must endure for the duration of the agreement. Council should therefore carefully consider whether the Municipality has sufficient operational capacity, safety resources and liability protection to accept these responsibilities.

A significant concern is that the Municipality has not specifically budgeted for the additional works and responsibilities contemplated in the proposed agreement. The acceptance of these responsibilities may result in additional expenditure relating to:

- Labour and overtime;
- Fuel and vehicle operating costs;
- Maintenance machinery and equipment;
- Road maintenance materials;
- Stormwater maintenance;
- Fencing materials and repairs;
- Road signs and associated infrastructure;
- Traffic accommodation and safety equipment;
- Maintenance of lawns, trees and other vegetation;
- Refuse and illegal dumping removal;
- Personal protective equipment;
- Training and occupational health and safety requirements; and
- Potential insurance and public liability costs.

These costs would have to be accommodated within the Municipality's existing operational budget unless Council resolves to make additional funding available.

There is a risk that accepting the proposed responsibilities without a dedicated budget allocation could place additional pressure on the existing Parks, Cleansing, Roads and Stormwater operational budgets. This could potentially result in existing municipal maintenance programmes being delayed or reduced in order to accommodate work on the national road.

The draft agreement does not, from the information available in the agreement, provide a specific financial contribution from SANRAL to Hessequa Municipality for undertaking the municipal responsibilities.

Council should also consider the potential impact on existing service delivery. Hessequa Municipality already has extensive infrastructure and a large geographical area to maintain. Additional responsibilities within the national road reserve could place further pressure on limited personnel, vehicles, equipment and financial resources.

While the proposed arrangement may have benefits in terms of improved coordination between SANRAL and the Municipality, the Municipality should not accept responsibilities that cannot reasonably be fulfilled with the resources available. There is also a potential reputational risk to the Municipality if it assumes responsibility for infrastructure but does not have sufficient resources to maintain it to the required standard.

The draft MOA should be considered in its entirety before signature, particularly the provisions dealing with responsibilities, liability, indemnity, insurance, traffic accommodation and the consequences of non-performance. The agreement requires that the respective responsibilities of SANRAL and the Municipality be regulated through the schedule attached as Annexure C.

Council should therefore ensure that it is fully satisfied with the division of responsibilities and the financial implications before authorising the Municipal Manager to conclude the agreement.

No specific provision has been made in the current municipal budget for the additional responsibilities contemplated in the proposed MOA. Council must therefore consider whether it is prepared to allocate additional funding for these responsibilities or whether the proposed responsibilities should only be accepted subject to an agreed funding arrangement with SANRAL.

The item served during the **Technical Services Portfolio Committee** meeting on **16 September 2026** and the following recommendations were made:

"1. That the Committee take note of the proposed SANRAL Memorandum of Agreement regarding the shared responsibilities for the specified sections of National Road 2 passing through Albertinia, Riversdale and Heidelberg.

2. That the Committee take note of the potential safety, operational, liability and financial implications associated with the proposed transfer/shared maintenance responsibilities.

3. That Committee note that no specific provision has been made in the current municipal budget for the additional works and responsibilities contemplated in the proposed agreement.

4. That the Committee do not support the finalisation and signing of the agreement due to the operational, safety and financial implications of the proposed responsibilities. "

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The contents of the report is noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The contents of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The contents of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted.

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Human Resources

The proposal is an unfunded mandate and cannot be supported.

RECOMMENDATIONS

1. That Council take note of the proposed SANRAL Memorandum of Agreement regarding the shared responsibilities for the specified sections of National Road 2 passing through Albertinia, Riversdale and Heidelberg.
2. That Council take note of the potential safety, operational, liability and financial implications associated with the proposed transfer/shared maintenance responsibilities.
3. That Council note that no specific provision has been made in the current municipal budget for the additional works and responsibilities contemplated in the proposed agreement.
4. That Council do not support the finalisation and signing of the agreement due to the operational, safety and financial implications of the proposed responsibilities.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Technical Services: Mr. R. Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Yes: SHARED RESPONSIBILITY OF NATIONAL ROADS IN RURAL URBAN AREAS VERSION 4 APRIL 2023/2024 (HESSEQUA MUNICIPALITY-DRAFT)

SANRAL REFERENCE NO. {13/5/4}

MEMORANDUM OF AGREEMENT

Dealing with the shared responsibilities of the Parties where there is a Declaration of a National Road through an Urban Area

entered into between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

(A company incorporated in accordance with
the Companies Act, 2008 (Act No.71 of 2008) and
the South African National Roads Agency Limited and National Roads Act, 1998 (Act No. 7 of 1998) with Registration No: 1998/009584/30)

(hereinafter referred to as "**SANRAL**")

Herein represented by

{Reginald Demana}

in his/her capacity as **SANRAL** Engineering Executive

and

HESSEQUA MUNICIPALITY

(hereinafter referred to as "the **Municipality**")

Duly established as such in terms of the provisions of the Local Government: Municipal Structures Act No. 117 of 1998.

Herein represented by

{***}

in his/her capacity as the Municipal Manager duly authorized by a Council Resolution hereto annexed as **Annexure "B"**.

PREAMBLE

WHEREAS National Road 2 Section 5 and 6 passes through the town of Albertinia, Riversdale and Heidelberg.

AND WHEREAS the town of Albertinia, Riversdale and Heidelberg; falls within the jurisdiction of **Hessequa Municipality**;

AND WHEREAS a specified section of the national road referred to above traverses streets in Albertinia, Riversdale and Heidelberg.

AND WHEREAS **SANRAL** and the **Municipality** have reached **agreement** on their respective rights and responsibilities with regard to the management, control, maintenance and rehabilitation of the specified section of the national road referred to above;

AND WHEREAS **SANRAL** and the **Municipality** wish to regulate their relationship as outlined in this **agreement**.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Interpretation

1.1.1 The headings in the clauses in this **agreement** are included for reference purposes only and shall not in any way affect or govern the interpretation or construction of this **agreement**.

1.1.2 Wherever words importing the singular are used they shall include the plural and wherever the male gender is used, it shall include the female and neuter genders.

1.1.3 Any reference to a person includes any individual, body corporate, unincorporated association, firm, company, corporation, government, state or agency of a state or any

trust, association, or partnership (whether or not having separate legal personality) or two or more of the foregoing or other entity recognised under any law as having a separate legal existence or personality.

1.1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any **Party**, effect shall be given to it as if it were a substantive clause in the body of the **agreement**, notwithstanding that it is only contained in the interpretation clause.

1.1.5 If any period is referred to in this **agreement** by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.

1.1.6 Any reference to days (other than a reference to Business Days), months or years shall be reference to calendar days, months, or years.

1.1.7 Where **SANRAL** or the **Municipality** is referred to in this **agreement**, that reference shall include any and all of **SANRAL**'s or the **Municipality**'s (as the case may be) duly appointed agents and/or concessionaires.

1.2 **Definitions**

In this **agreement**, unless the context clearly indicates to the contrary, the following words, phrases and expressions shall have the respective meanings assigned to each of them herein:

1.2.1 **"Act"** shall mean The South African National Roads Agency Limited and National Roads Act, 1998 (Act No.7 of 1998);

1.2.2 "**Access Road"** shall mean any public road providing access to the **Specified Section of the Road Reserve**;

1.2.3 **"Access Road Agreement"** shall mean an **agreement** entered into between the

Parties managing the construction and handover of Access Roads from **SANRAL** to the **Municipality**;

1.2.4 **"Agreement"** means this **agreement** and any annexure/s hereto, as amended from time to time;

1.2.5 **"Minister"** means the **Minister** of Transport in the national sphere of government;

1.2.6 **"the Municipality"** shall mean the **Hessequa Municipality**, a local government, legal entity and **municipality** with full legal capacity as contemplated in section 2 of the Systems Act, read with the provisions of Chapter 7 of the Constitution, and sections 12 and 14 of the Structures Act, with its main place of business and the offices of the municipal manager, as envisaged in terms of the provisions of section 115(3) of the Systems Act, situated at Riversdale;

1.2.7 **"Party"** shall mean a **party** to the **agreement**;

1.2.8 **"POPI Act"** shall mean Protection of Personal Information Act, 2013 (Act No.4 of 2013);

1.2.9 **"Road Reserve"** shall mean the **road reserve** for National Road 2 Section 5 and 6

1.2.10 **"Route Manager"** shall mean **SANRAL**'s duly appointed **Route Manager** for the **Specified Section of the Road Reserve**;

1.2.11 **"SANRAL"** shall mean The South African National Roads Agency SOC Limited (Registration Number 1998/09584/30), a State-owned company established in terms of the South African National Roads Limited Agency and National Roads Act, 1998 (Act No. 7 of 1998) duly incorporated according to the Companies Act, 2008 (Act No. 71 of 2008);

1.2.12 **"Signature Date"** shall mean the date of signature of the **Party** signing this **agreement** last in time;

1.2.13 **"Specified Section of the Road Reserve"** shall mean that portion of the National

Road 2 Section 5 and 6 **Road Reserve** between km 26.55 to km 53.6 as depicted on the plan annexed hereto marked "A";

2. DECLARATION OF THE SPECIFIED SECTION OF THE ROAD RESERVE

2.1 Where the specified section has not yet been declared a National Road, then as soon as possible after the **signature date**, **SANRAL** shall:

2.1.1 request the **Minister** to declare the **specified section of the Road Reserve** to be a national road in terms of section 40(1)(a) of the **Act** and shall provide the **Municipality** with a copy of such declaration as soon as same is available;

2.1.2 alternatively, and in the event that the **specified section of the road reserve** has already been declared a national road prior to the **Signature Date**, provide the **Municipality** with a copy of the relevant declaration.

2.2 **SANRAL** shall procure that within 90 (ninety) days of the **signature date**, the start and end positions as well as the curb and shoulder positions of the **specified section of the road reserve** are staked by a land surveyor.

2.3 Within 10 (ten) days of the **specified section of the road reserve** being staked in terms of clause 2.2 above, the **Route Manager** shall arrange to meet the **Municipality** on site to confirm the start and end positions.

3. RESPONSIBILITIES

3.1 The respective responsibilities of **SANRAL** and the **Municipality** regarding the **specified section of the road reserve** are recorded in the schedule annexed hereto marked "C".

3.2 The division of responsibilities in accordance with clause 3.1 above shall at no time preclude or prohibit **SANRAL** from exercising any of the powers entrusted to it in terms of the **Act**.

3.3 Where any approval, consent, or determination is required by the **Municipality** in terms of clause 3.1 and/or the schedule annexed hereto marked "C", any such approval, consent or determination shall not be unreasonably withheld or delayed.

3.4 It is recorded that an **access road** is not a national road in terms of section 40(1)(a) of the **Act** unless declared otherwise.

3.5 Where **SANRAL** constructs an **access road**, the ownership, maintenance, and responsibility of the **access road** shall be governed by a separate **access road agreement**.

3.6 **Management of Traffic**

3.6.1 In the performance of its responsibilities in terms of this **agreement**, the **Municipality** shall ensure that, as a minimum, traffic accommodation as stipulated in the South African Development Community Road Traffic Signage Manual, is adhered to.

3.6.2 The **Municipality** must provide and display all the necessary traffic accommodation measures and equipment during the execution of any of its responsibilities provided for in this **agreement**.

3.6.3 The **Municipality** must ensure the safety of all the workers involved with the performance of its responsibilities are provided for in this **agreement**, as well as the road users.

4. OWNERSHIP OF THE SPECIFIED SECTION OF THE ROAD RESERVE

4.1 The **Municipality** acknowledges and accepts that ownership of the **Specified Section of the Road Reserve** vests with **SANRAL**.

4.2 The **Municipality** shall not become the owner of the **specified section of the road reserve** and shall not have any rights over such land other than those granted in this **agreement**.

5. CESSION AND SUCCESSOR-IN-TITLE

5.1 The **Municipality** shall not be entitled to cede any of its rights or delegate any of its obligations under this **agreement** without prior written consent from **SANRAL**.

5.2 In the event that the **Municipality** cedes and assigns rights and obligations under this **agreement** to a third **party**, it shall still remain liable to **SANRAL** for the due and proper performance of all obligations in this **agreement**.

6. EXEMPTION FROM LIABILITY AND INDEMNITY

6.1 The **Municipality** hereby indemnifies **SANRAL** against:

6.1.1 any claim of whatsoever nature that may be made against **SANRAL**, its employees or agents by any of the employees, agents, or contractors of the **Municipality** in respect of personal injury or death of any person or in respect of the loss of or damage to anything contained in or brought onto the **specified section of the road reserve** in the fulfilment of the **Municipality's** responsibilities as contained in Annexure C or any other provision of this **agreement**; and

6.1.2 any loss or damage suffered by **SANRAL**, its employees or agents including, but not limited to damage to the **specified section of the road reserve**, arising from negligence, wilful act or breach of this **agreement** by the **Municipality** or its agents, contractors, or employees.

6.2 The provisions of clause 6.1 shall apply notwithstanding that any loss, damage or injury referred to therein may occur or be sustained in consequence of anything done or omitted by **SANRAL** or any of its directors, servants, or agents, unless the damage/ loss occurred as a result of wilful intent or gross negligence on the part of **SANRAL**.

7. INSURANCE

7.1 The **Municipality** records that it has made provision for Public Liability claims.

7.2 The **Municipality** records that such provision shall endure for the duration of the **agreement** and shall advise **SANRAL** immediately if such provision is no longer sufficient for whatsoever reason.

8. FORCE MAJEURE

8.1 Neither **Party** will be liable to the other for any default or delay in the performance of its obligations under this **agreement**:

8.1.1 if and to the extent that such default or delay is caused by any act of God, war of civil disturbance, court order, any delay in any performance due from the other **Party**, or any other circumstance beyond its reasonable control, including without limitation, failure and fluctuations in electrical power or communications; and

8.1.2 provided the non-performing **Party** is without fault in causing such default or delay, and such default of the non-performing **Party** through the use of alternative sources, workaround plans, standby resources or equipment, or other means could not have prevented delay.

8.2 Following any circumstance of force majeure, the non-performing **Party** shall:

8.2.1 notify the other **Party** as soon as possible;

8.2.2 be excused from further performance or observance of its obligation(s) so affected for so long as such circumstances prevail, and such **Party** continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay; and

8.2.3 co-operate with the other **Party** in implementing such contingency measures as that the other **Party** may reasonably require.

9. NO WARRANTIES

SANRAL makes no warranties or undertakings, whether express or implied, regarding:

9.1 the amount of traffic on the **specified section of the road reserve** from time to time;

9.2 the condition of the **specified section of the road reserve**; or

9.3 that the **specified section of the road reserve** will not be altered or re-routed, or alternative routes be established.

10. DISPUTE RESOLUTION

10.1 In the event of a dispute arising between the **Parties** regarding any matter relating to this **agreement**, howsoever arising, such dispute shall be dealt with in accordance with the provisions of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005).

11. NOTICES

11.1 Each **Party** chooses as its address for all purposes under this **agreement** ("chosen address") whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this **agreement** ("Notice") as follows:

11.1.1 **SANRAL**: 48 Tambotie Avenue
Val de Grace
Pretoria
0184

11.1.2 The **Municipality**: **Hessequa Municipality**

11.2 Any notice required or permitted under this **agreement** shall be valid and effective only if reduced to writing and served on the other **Party**.

11.3 Either **Party** may by notice to the other **Party** change its chosen address to another

physical address within the Republic of South Africa, provided that such change shall become effective on the seventh (7th) business day after the date of effective communication of such notice.

11.4 Any notice to a **Party** must be properly addressed and-

11.4.1 sent by prepaid registered post to it at its chosen address; or

11.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address;

11.4.3 shall be deemed to have been received, in the case of clause 11.4.1 on the seventh (7th) business day after such posting (unless the contrary is proved) and, in the case of clause 11.4.2 on the date of delivery.

12. GENERAL

12.1 This **agreement** constitutes the sole record of the **agreement** between the **Parties** regarding the subject matter hereof. No **Party** shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

12.2 No addition to, variation of, or agreed cancellation of, this **agreement** shall be of any force or effect unless reduced to writing and signed by or on behalf of the **Parties**.

12.3 No relaxation or indulgence, which either **Party** may grant to the other, shall constitute a waiver of the rights of that **Party** nor shall preclude that **Party** from exercising any rights which may have arisen in the past or which might arise in the future.

12.4 Any provision of this **agreement**, which contemplates performance or observance subsequent to any termination, or expiration of this **agreement** shall survive any termination or expiration of this **agreement** and continue in full force and effect.

12.5 Any approval or consent given by a **Party** under this **agreement** shall only be valid if reduced to writing and shall not relieve the other **Party** from responsibility for complying with the requirement of this **agreement** except as and to the extent

otherwise expressly provided in such approval or consent, or elsewhere in this **agreement**.

12.6 Each **Party** shall comply with the provisions of the Protection of Personal Information Act, 2013 (Act No. 4 of 2013).

12.7 The undertaking in clause 12.6 above shall not apply to information that needs to be made available in terms of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000).

13. SIGNATURE

13.1 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 hereof:

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

_____

For and on behalf of
HESSEQUA MUNICIPALITY

Name: _____

Capacity: _____
(who warrants that he is duly authorized hereto in terms of the resolution contained in Annexure "B")

AS WITNESSES:

1. _____

2. _____

SIGNED AT _____ ON THIS _____ DAY OF _____ 2026

_____
For and on behalf of **SANRAL**

THE SOUTH AFRICAN NATIONAL ROADS AGENCY SOC LIMITED

Name: _____

Capacity: _____
(who warrants that he is duly authorized hereto)

AS WITNESSES:

1. _____

2. _____

ANNEXURE "A"

PLAN SHOWING THE SPECIFIED SECTION OF THE ROAD RESERVE

ANNEXURE "B"

RESOLUTION AUTHORISING THE MUNICIPAL MANAGER TO ENTER INTO THIS AGREEMENT WITH SANRAL.

ANNEXURE "C"

SCHEDULE OF RESPONSIBILITIES

This table indicates whether SANRAL or the Municipality is responsible for the matters referred to below within and adjacent to the Specified Section of the Road Reserve

	Responsibility of SANRAL	Responsibility of the Municipality
Maintenance of storm water drains	✓	✓
Maintenance of storm water pipes	✓	✓
Provision and maintenance of fencing	✓	✓
The provision and maintenance of street lights		✓
The provision and maintenance of road signs	✓	✓
Removal of illegal signs	✓	✓
The provision and maintenance of traffic lights		✓
Maintenance of garden plants, lawns and trees within the Specified Section of the Road Reserve		✓
Removal of alien vegetation		✓
Sidewalks and median		
Granting access to the Specified Section of the Road Reserve	✓	✓
Closing or diverting the Specified Section of the Road Reserve in the event that it is deemed necessary to do so	✓	✓
Maintenance of the Specified Section of the Road Reserve, including the repair of potholes, edge breaks and localised surface failures	✓	
Road marking within the Specified Section of the Road Reserve	✓	
Repairs to the shoulder of the Specified Section of the Road Reserve	✓	
General erosion protection of the Specified Section of the Road Reserve	✓	
Protection of gabions within and alongside the Specified Section of the Road Reserve	✓	
Permitting the erection, construction, laying or establishment of any structure or other thing on, over or below the Specified Section of the Road Reserve	✓	✓
Displaying or granting permission to display advertisements on or adjacent to the Specified Section of the Road Reserve	✓	✓

Removing disused vehicles or machinery or parts thereof from the Specified Section of the Road Reserve		✓
Removing rubbish or other refuse from the Specified Section of the Road Reserve	✓	✓
Permitting trading within the Specified Section of the Road Reserve	✓	✓
Prohibiting and preventing unlawful trading within the Specified Section of the Road Reserve	✓	✓

9.10 SPANDERING EN VORDERING VAN DIE EPWP ("EXPANDED PUBLIC WORKS PROGRAMME") EN DIE MIG ("MUNICIPAL INFRASTRUCTURE GRANT") TOT EINDE AUGUSTUS 2026.

File number / Verwysingsnommer: 5/6/9/2

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Direkteur: Tegniese Dienste: Mnr. Rhuschan Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG

Dat die Raad kennis neem van die MIG ("Municipal Infrastructure Grant") en EPWP ("Expanded Public Works Programme") spandering en vordering tot einde Augustus 2026.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

MIG Begroting:

Daar was ʼn totale MIG toekenning van R25 275 000 aan Hessequa Munisipaliteit geallokeer vir die 2026/27 finansiële jaar.

Die MIG spandering tot en met einde Augustus 2026 beloop R64 060.16 (0.25%) van die totale 2026/27 MIG allokasie.

Sien die MIG projekte lys in Tabel 1 onderaan:

Tabel 1: MIG Projekte

MIG ID	Projekte	Begroting vir 2026/2027 (Solar)	Spandering 2026/2027 (Solar)	Status	Vordering
343289	Upgrading of Waste Water Treatment Works Ph3 (Mechanical & Electrical)	R15 159 150	R 0.00	Beplanningsfase	Besig met tender spesifikasies van EPC en sal projek voor 30 Junie 2027 voltooi wees.
576157	The construction of Recreational Swimming Pool in Theronsvile, Albertinia	R9 318 000	R 0.00	Konstruksie	Kontrakteur op die terrein met ʻn 30%-vordering tot op hede.
	PMU – 5%	R 790 600	R 64 060.16	Goedgekeur	Fondse word deurlopend spandeer op personeel koste.

	TOTAAL	**R25,275,000**	**R 64 060.16**		

Die Munisipaliteit het aansoek gedoen om R15 159 150 aan MIG-befondsing om die Riversdale-rioolwerke te voltooi. Die Departement van Plaaslike Regering het op grond van die jongste Stats SA-data aangedui dat MIG R13 340 052 (88%) sal befonds. Die Munisipaliteit moet die balans van R1 819 098 (12%) as teenbefondsing bydra. Hierdie aanpassing beïnvloed nie die totale projekwaarde nie.

Om die tekort van R1 819 098 te dek, moet die Munisipaliteit een van die reedsgoedgekeurde MIG-projekte na die 2026/27-boekjaar vorentoe bring. Die Tegniese Departement stel voor dat die bedrag aangewend word vir die opgradering van paaie en stormwater infrastruktuur in Wyk 5, Heidelberg (Verw.: 526952).

Daar word voorgestel dat die bogenoemde teenbefondsing soos volg befonds word:

Posnommer	**Projek Beskrywing**	**Dorp**	**Goedgekeurde Begroting vir 2026/27 (BTW uitgesluit)**	**Voorgestelde Begroting vir 2026/27 (BTW uitgesluit)**
70106449420BBX36ZZ03	REFURBISHMENT OF GRAVITY DISTRIBUTION	S/B	R 1 000 000	R 0
70106449420IFY30ZZ11	NEW RETICULATION - HEIDELBERG	H/B	R 2 000 000	R 1 418 000
	Upgrading of Waste Water Treatment Works in Riversdale Ph3 (Ref 343289)	R/D	R 0	R 1 582 000

Die gewysigde MIG-DPIP ("Detailed Project Implementation Plan") is hierby aangeheg vir verdere besonderhede.

EPWP Befondsing: 2026/27

Hessequa Munisipaliteit is ingevolge die Uitgebreide Openbare Werke-program (EPWP) 'n bedrag van R1 378 000,00 vir die 2026/27-boekjaar toegeken. Hierdie befondsing sal vir goedgekeurde projekte in die onderskeie wyke aangewend word. Waar die totale projekbegroting die EPWP-bydrae oorskry, sal die tekort uit ander beskikbare interne projekbefondsing gedek word.

Die totale spandering tot en met einde Augustus is R43 663 000 (3.16%)

Sien EPWP projekte vir die 2026/27 boekjaar in die onderstaande tabel:

Tabel 2

Projek	Projek Bestuurder	EPWP-Bydrae	EPWP Span-dering	Werksge-leenthede (Teiken)	Wyksaanstelling
Paaie en Stormwater	Tegniese Hoofde	R108 000	R0	10	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: 10 tydelike werkers. Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Waterdienste	Tegniese Hoofde	R108 000	R0	10	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: 7 tydelike werkers. Wyk 7: tydelike werkers. Wyk 8: 4 tydelike werkers. Wyk 9:
Toerisme en kultuur	Tegniese Hoofde	R181 889	R0	12	Wyk 1: Wyk 2: Wyk 3: Wyk4: 15 tydelike werkers. Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Ondersteunings-personeel	Hoof: Wetstoepassing	R108 000	R0	24	Wyk 1: Wyk 2:

					Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: 3 tydelike werkers. Wyk 8: Wyk 9:
Assistent-tuinboukundige	Bestuurder: Omgewings-bestuur	R67 000	R0	1	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Tuin-op-die-Brak	Bestuurder: Omgewings-bestuur	R67 320	R0	5	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Ondersteuning: Brandweerdienste	Hoof: Brandweer	R108 000	R0	8	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Datavasleggers	Hoofde:	R136 000	R0	6	Wyk 1:

	Voldoening & Verkeersdienste				Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Mentorskap vir middelmisbruik	Bestuurder: Gemeenskaps-dienste	R161 568	R0	6	Wyk1: 13 tydelike werkers. Wyk2: 12 tydelike werkers. Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Tegniese ondersteuningspersoneel	Tegniese Hoofde	R130 848	R0	60	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:
Kettingsaag-operateurs	Bestuurder: Omgewings-bestuur	R120 000	R0	1	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8:

					Wyk 9:
Rivierbestuur	Bestuurder: Omgewings-bestuur	R81 375	R0	9	Wyk 1: Wyk 2: Wyk 3: Wyk 4: Wyk 5: Wyk 6: Wyk 7: Wyk 8: Wyk 9:

Die item het voor die **Portefeulje Komitee** gedien tydens hul vergadering op **16 September 2026** met die volgende aanbevelings:

"1. Dat die Komitee kennis neem van die EPWP ("Expanded Public Works Programme") spandering en vordering tot einde Augustus 2026.

2. Dat die Komitee kennis neem van die MIG ("Municipal Infrastructure Grant") spandering en vordering tot einde Augustus 2026.

3. Dat die Komitee kennis neem dat die Munisipaliteit aansoek gedoen het om R 15 159 150 aan MIG-befondsing om die Riversdale-rioolwerke te voltooi. Die Departement van Plaaslike Regering het op grond van die jongste Stats SA-data aangedui dat MIG R 13 340 052 (88%) sal befonds. Die Munisipaliteit moet die balans van R 1 819 098 (12%) as teenbefondsing bydra. Hierdie aanpassing beïnvloed nie die totale projekwaarde nie.

4. Dat die Komitee kennis neem van die veranderinge in die MIG DPIP " Detail Project Implementation Plan" soos bo genoem.

5. Dat die Komitee kennis neem van die Opgradering van Paaie en Stormwater in Wyk 5, Heidelberg projek ter waarde van R 1 819 098 wat vorentoe gebring word in die 2026/27 Boekjaar.

6. Dat die Komitee voorsiening maak vir die teenbefondsing van R 1 819 098.00.

7. Dat die item na die Raad verwys word vir goedkeuring."

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die **Raadsvergadering** gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Daar word kennis geneem van die verslag.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die inhoud van die item.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

Neem kennis

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPS DIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die EPWP (“Expanded Public Works Programme”) spandering en vordering tot einde Augustus 2026.
2. Dat die Raad kennis neem van die MIG (“Municipal Infrastructure Grant”) spandering en vordering tot einde Augustus 2026.
3. Dat die Raad kennis neem dat die Munisipaliteit aansoek gedoen het om R15 159 150 aan MIG-befondsing om die Riversdale-rioolwerke te voltooi. Die Departement van Plaaslike Regering het op grond van die jongste Stats SA-data aangedui dat MIG R13 340 052 (88%) sal befonds. Die Munisipaliteit moet die balans van R1 819 098 (12%) as teenbefondsing bydra. Hierdie aanpassing beïnvloed nie die totale projekwaarde nie.
4. Dat die Raad kennis neem van die veranderinge in die MIG DPIP “Detail Project Implementation Plan” soos bo genoem.
5. Dat die Raad kennis neem van die Opgradering van Paaie en Stormwater in Wyk 5, Heidelberg projek te waarde van R1 819 098 (BTW ingesluit) wat vorentoe gebring word in die 2026/27 boekjaar.
6. Dat die Raad voorsiening maak vir die teenbefondsing ter waarde van R 1 819 098.00. Daar word voorgestel dat die bogenoemde teenbefondsing soos volg befonds word:

Posnommer	Projek Beskrywing	Dorp	Goedgekeurde Begroting vir 2026/27 (BTW uitgesluit)	Voorgestelde Begroting vir 2026/27 (BTW uitgesluit)
70106449420BBX36ZZ03	REFURBISHMENT OF GRAVITY DISTRIBUTION	S/B	R 1 000 000	R 0
70106449420IFY30ZZ11	NEW RETICULATION - HEIDELBERG	H/B	R 2 000 000	R 1 418 000
	Upgrading of Waste Water Treatment Works in Riversdale Ph3 (Ref 343289)	R/D	R 0	R 1 582 000

AGENDA ITEM APPROVED BY/ AGENDA ITEM GOEDGEKEUR DEUR:

Direkteur Tegniese Dienste: Mnr Rhuschan Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Hersiende MIG DPIP (“Detailed Project Implementation Plan”)

Municipal Infrastructure Grant (MIG):

MIG Implementation Plan 2026/2027:

Name of Municipality: Hessequa Municipality

MIG-MIS No.	National Registration Number e.g. MIG/.../.../...	Project Name (as it appears on MIG-MIS)	Project type	EPWP Yes/No	Planned job opportunities in 2026/27	Total project value registered (inclusive of budget maintenance) R	MIG Value (inclusive of budget maintenance) R	Counter-funding R	Expenditure as at 31 March 2026 R	Balance of MIG Value as at 31 March 2026 R	Status
Whole number format	General Text	General Text	Select from drop down as registered	Select from drop down as registered	Number format	Whole number format	Whole number format	Formula	Whole number format	Formulas	Select from dropdown menu
341008	0	Riversdale: Upgrading of Waste Water Treatment Works Ph3 (Mechanical & Electrical)	Sanitation	Yes	15.00	R 15.159.150.00	R 15.159.150.00	R -	R -	15.159.150.00	Sector
317501	WC2046/R ST24/25	Riversdale: Ward 6 Upgrading of Roads & Stormwater Phase 1	Roads	Yes	-	R 12.000.000.00	R 11.246.080.00	R 800.000.00	R 3.542.191.44	7.497.808.56	REG
476486	WC2060/2026/28	Riversdale: Moreesons: Upgrading of Sewer Infrastructure	Sanitation	Yes	-	R 12.743.983.14	R 12.743.983.14	R -	R 1.346.804.36	11.397.328.79	REG
476487	WC2061/W2028	Riversdale: Moreesons: Upgrading of Water Network	Water	Yes	-	R 9.863.025.02	R 9.863.025.02	R -	R 2.150.000.00	7.713.025.02	REG
526862	WC2058/R ST2/2025	Heidelberg: Ward 5: Upgrading of Roads & Stormwater Phase 1	Roads	Yes	-	R 12.000.000.00	R 11.176.680.00	R 823.200.00	R 3.013.927.94	8.163.712.16	REG
DPRP/42/2/32	0	Riversdale: Materials Recovery Facility	Solid Waste Removal	Yes	-	R 30.000.000.00	R 30.000.000.00	R -	R -	30.000.000.00	DPRP
0	0	PMU 2026/28	PMU		-	R 780.000.00	R 780.000.00	R -	R -	780.000.00	REG
-	0	PMU 2026/27	PMU		-	R 838.000.00	R 838.000.00	R -	R -	838.000.00	DPRP
576157		Construction of a recreational pool in Thembalethu, Mossel	Recreational	Yes	15.00	R 15.073.080.00	R 6.318.080.00	8.755.080.00	-	6.318.080.00	Sector
		Total			-						

Name: _____

Date: _____

Signature: _____

Planned date: Consultant to be appointed (start with design) If already concluded, actual date	Planned date: Specification Committee Meeting (for contractor) If already concluded, actual date	Planned date: Tender to be advertised (for contractor) If already concluded, actual date	Planned date: Tender advertisement to close (for contractor) If already concluded, actual date	Planned date: Bid Evaluation Committee meeting (BEC) (for contractor) If already concluded, actual date	Planned date: Bid Adjudication Committee meeting (BAC) (for contractor) If already concluded, actual date	Planned date: Construction start If already concluded, actual date	Planned date: Project to be physically completed	Jul-26	Aug-26	Sep-26
(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	(yyyy-mm-dd) e.g 2012-12-12	Whole number	Whole number	Whole number
H	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2020	1-Jul-2020	30-Jun-2027			
Not registered	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2021	1-Jul-2021	30-Jun-2022			
Not registered	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2021	1-Jul-2021	30-Jun-2022			
Not registered	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2021	1-Jul-2021	30-Jun-2022			
Not registered	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2021	1-Jul-2021	30-Jun-2022			
Not registered	15-May-2027	19-May-2027	14-Jun-2027	24-Jun-2027	1-Jul-2027	1-Jul-2027	30-Jun-2028			
								70,050.00	70,050.00	70,050.00
Not registered	15-May-2019	19-May-2020	14-Jun-2020	24-Jun-2020	1-Jul-2020	1-Jul-2020	30-Jun-2027	500,000.00	500,000.00	500,000.00
							Totals	570,050.00	570,050.00	570,050.00
							Accumulative planned exp	**570,050.00**	**1,140,100.00**	**1,710,150.00**

Oct-26	Nov-26	Dec-26	Jan-27	Feb-27	Mar-27	Apr-27	May-27	Jun-27	Total Planned Expenditure for 2026/2027	Total Planned Expenditure for 2027/2028	Total Planned Expenditure for 2028/2029	Municipal Comments
Whole number	Whole number	Whole number	Whole number	Whole number	Whole number	Whole number	Whole number	Whole number	Formulas SUM(J:AK)	Whole number	Whole number	General Text
		1,000,000.00			559,150.00	4,000,000.00	4,000,000.00	4,000,000.00	13,340,052.00	4,906,038.00	7,599,962.00	
									-	3,700,000.00	1,547,800.00	
									-	5,736,603.00	2,660,426.00	
									-	4,911,075.00		
		1,819,098.00							1,819,098.00	2,042,622.00		
									-		12,576,365.00	
									-			
70,050.00	70,050.00	70,050.00	70,050.00	70,050.00	70,050.00	70,050.00	70,050.00	27,300.00	787,850.00			
2,500,000.00	2,500,000.00	2,818,000.00							9,318,000.00			
2,570,050.00	2,570,050.00	5,707,148.00	70,050.00	70,050.00	629,200.00	4,070,050.00	4,070,050.00	4,027,300.00		-	-	
6,280,200.00	**6,850,250.00**	**12,557,398.00**	**12,627,448.00**	**12,697,498.00**	**13,326,698.00**	**17,396,748.00**	**21,466,798.00**	**25,494,098.00**	-			

9.11 THE OUTCOME OF THE TRAFFIC IMPACT ASSESSMENT FOR THE INTERSECTION OF ORCHID RYLAAN IN STILL BAY AND THE IMPROVEMENT OF DR 1528 ROAD IN MELKHOUTFONTEIN

File number / Verwysingsnommer: 16/1/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Director: Technical Services – Mnr. R. Manho

PURPOSE OF REPORT / DOEL VAN VERSLAG:

To inform Executive Mayoral Committee of the outcome of the traffic impact assessment for the intersection of Orchid Rylaan in Still Bay, the improvement OF DR 1528 Road in Melkhoutfontein and reprioritisation of the funds budgeted for the capital upgrades.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Niel Lyners and Associates (Pty) Ltd was appointed for the Traffic Impact Assessment for the intersection of Orchid Rylaan in Still Bay and the improvement of DR 1528 Road in Melkhoutfontein on 2 April 2026.

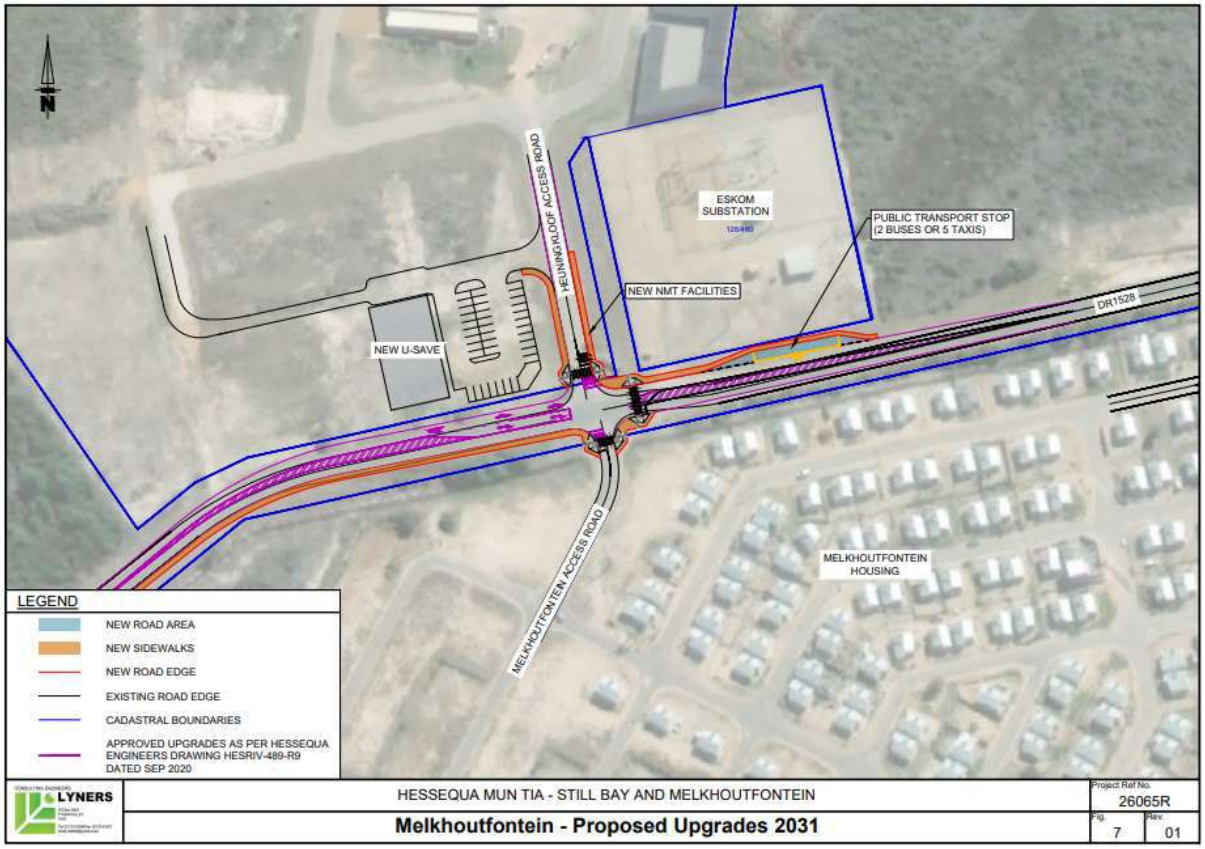
The purpose of this Traffic Impact Assessment was to determine the long-term effect on road traffic behaviour in the two areas due to population growth and developments. This study was complete by 30 June 2026, and the final report was submitted to the Technical Department.

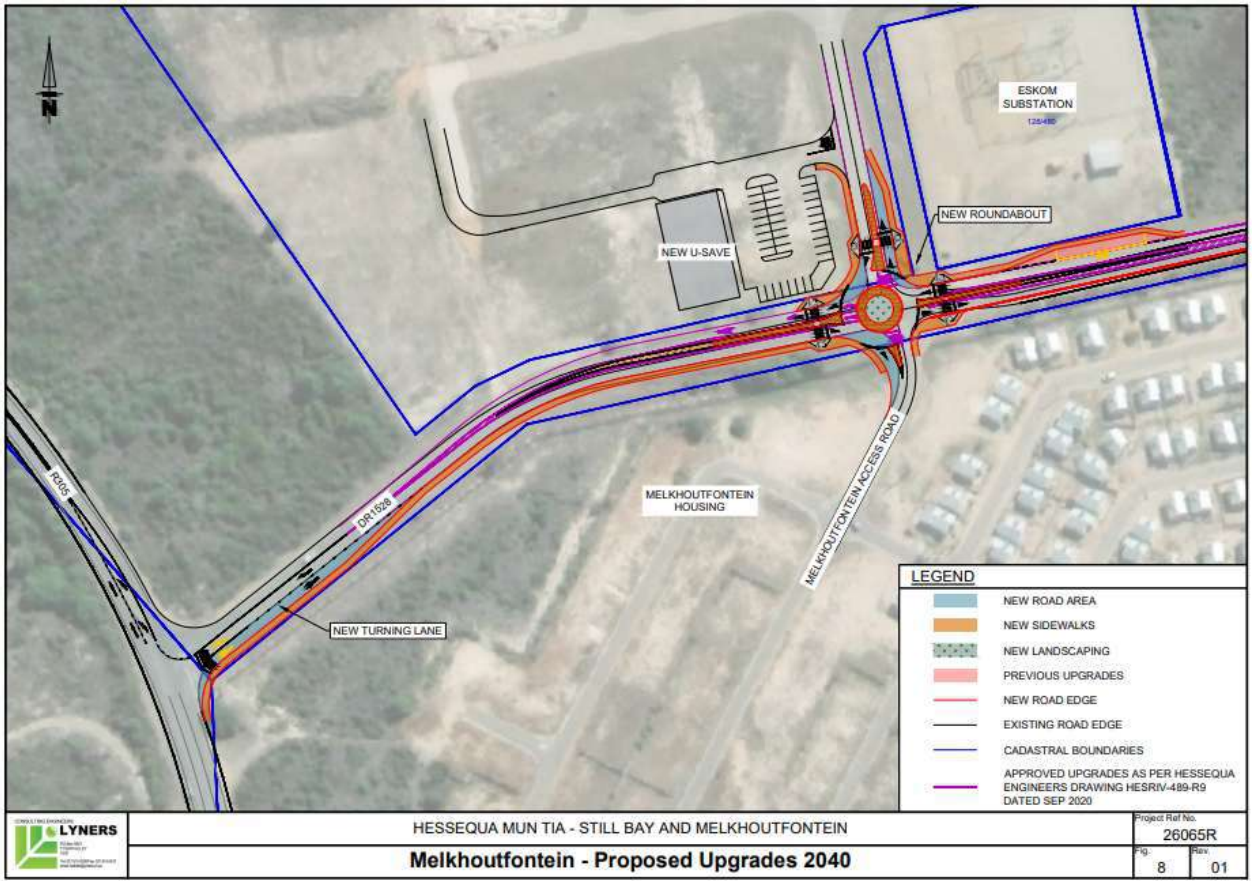
The study area for Melkhoutfontein includes Suikerbos Road linking the R305 provincial road to the nearby residential and industrial development. See below map:

The outcome of the final report suggests implementing two separate phases:

- Phase 1 (2026-2028):
    - Public transport and non-motorised transport facilities in Melkhoutfontein
    - Formalise access road to residential area
    - Road markings and signage refurbishment
- Phase 2 (2032-2040):
    - Single-lane roundabout on Suikerbos/Heuningkloof intersection
    - Additional turning lane upgrade on R305 intersection

The below figures are extracted from the final report:





The study area for Still Bay includes the Main Road West connecting with Orchid Rylaan. See below map:

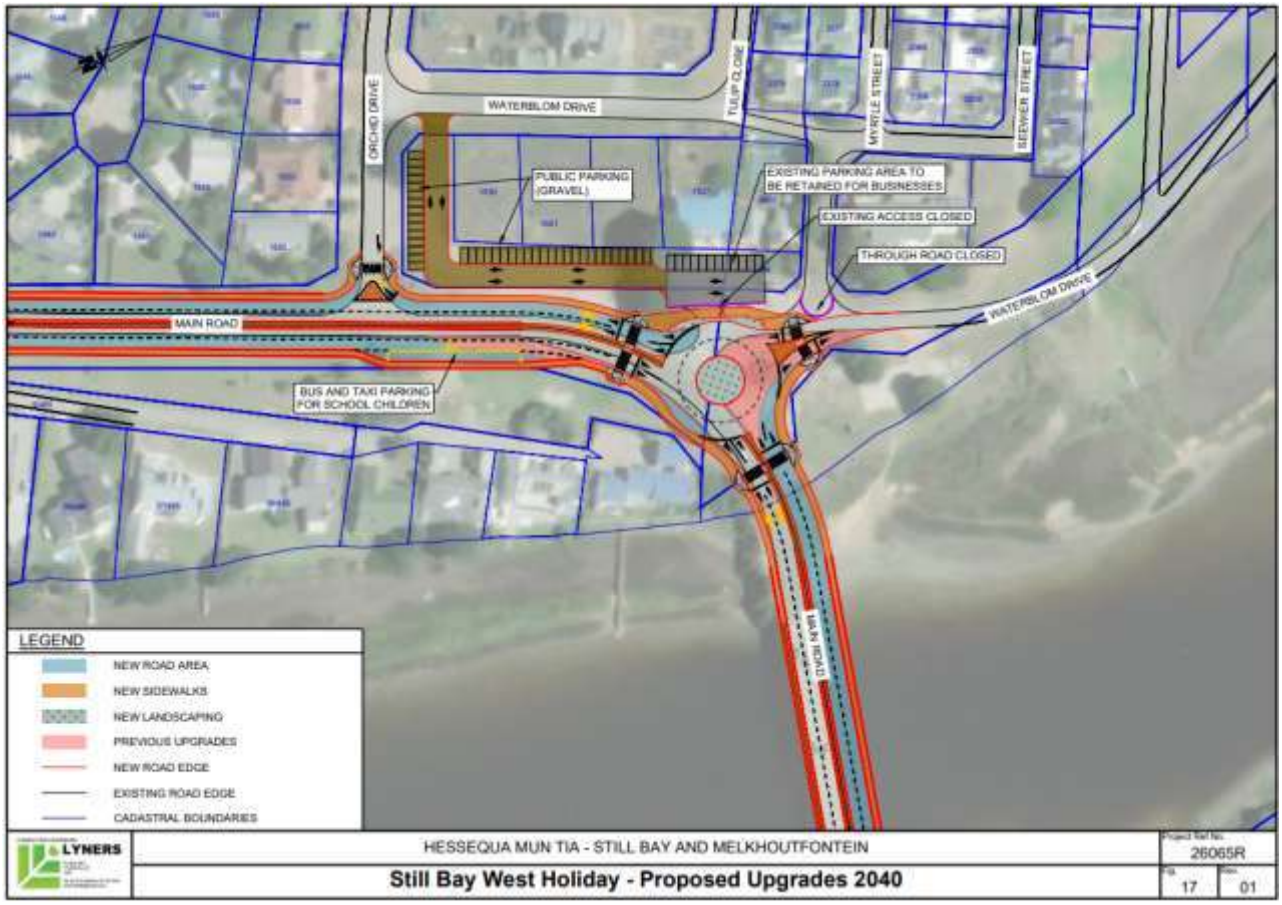
The outcome of the final report suggests implementing two separate phases:

- Phase 1 (2029-2031):
    - Single-lane roundabout on Waterblom Drive intersection
    - Left-in/left-out intersection with Orchid Drive
    - Public transport embayment relocation on Main Road West
    - Provision of non-motorised transport facilities along Main Road West
    - Formalise gravel parking area for public
- Phase 2 (2032-2040):
    - Dualling of Main Road West, left-in/left-out intersection and roundabout
    - Public transport embayment relocation on Main Road West
    - Provision of non-motorised transport facilities along Main Road West
    - Additional lanes for left-in/left-out intersection

The below figures are extracted from the final report:

ORCHID DRIVE
WATERBLOM DRIVE
TULIP CLOSE
MYRTLE STREET
SEEWER STREET
DEDICATED LEFT AND RIGHT TURN LANE
MAIN ROAD
BACK-TO-BACK BARRIER KERBS
WATERBLOM DRIVE
MAIN ROAD
LEGEND
NEW ROAD AREA
NEW SIDEWALKS
NEW ROAD EDGE
EXISTING ROAD EDGE
CADASTRAL BOUNDARIES
LYNERS
HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN
Still Bay West - Proposed Upgrades 2040
26065R
12
01

ORCHID DRIVE
WATERBLOM DRIVE
TULIP CLOSE
MYRTLE STREET
SEEWER STREET
PUBLIC PARKING (GRAVEL)
EXISTING PARKING AREA TO BE RETAINED FOR BUSINESSES
EXISTING ACCESS CLOSED
THROUGH ROAD CLOSED
WATERBLOM DRIVE
MAIN ROAD
BACK-TO-BACK BARRIER KERBS
BUS AND TAXI PARKING FOR SCHOOL CHILDREN
MAIN ROAD
LEGEND
NEW ROAD AREA
NEW SIDEWALKS
NEW LANDSCAPING
NEW ROAD EDGE
EXISTING ROAD EDGE
CADASTRAL BOUNDARIES
LYNERS
HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN
Still Bay West Holiday - Proposed Upgrades 2031
26065R
16
01



It is recommended that Council takes note of the TIA outcomes and the phased implementation of the proposed interventions, subject to budget availability and the required internal approval processes.

The long-term priority should be to make provision in the MTREF for the higher-value upgrades required to accommodate future traffic growth, including the Waterblom Drive roundabout, Main Road West improvements.

The total long-term funding requirement identified in the presentation is approximately R34 000 000, with the implementation plan divided into a combined Phase 1: 2026–2028, Phase 2: 2029–2031 and Phase 3: 2032–2040. The cost estimates exclude land acquisition, professional fees and VAT.

The Technical Department recommends that the available funds for the intersection of Orchid Drive be moved to Melkhoutfontein such that the entirety of the Melkhoutfontein portion of the proposal can be implemented as one phase. It is then further recommended that the Council budget for the proposed upgrades in Still Bay thereafter as a separate phase.

The budget for the 2026/27 and 2027/28 Financial years be used to implement the upgrades proposed for the Melkhoutfontein area as follows:

Votenumber	**Project Description**	**Approved 2026/27 Budget**	**Proposed 2026/27 Budget**
69106472420IFNG7ZZ01	WIDENING OF ROADS (DR 1528 MFT HOUSING P	R 3 000 000	R 5 000 000
69106472420IFGCKZZ03	INTERSECTION ORCHID RYLAAN	R 2 000 000	R0.00

Please refer to the attached Final TIA report attached for more information.

The item was tabled before the **Portfolio Committee** during its meeting on **16 September 2026**, with the following recommendations:

"1. That the Committee take note of the TIA that was conducted and the proposed phase implementation of the upgrades to the intersections of Orchid Drive in Still Bay West and Suikerbos/Heuningkloof in Melkhoutfontein.

2. That the Committee consider the implementation as per the proposed split:

Phase 1 (Melkhoutfontein):

- *Public transport and non-motorised transport facilities in Melkhoutfontein*
- *Formalise access road to residential area*
- *Road markings and signage refurbishment*
- *Single-lane roundabout on Suikerbos/Heuningkloof intersection*
- *Additional turning lane upgrade on R305 intersection*

Phase 2 (Still Bay):

- *Double-lane roundabout on Waterblom Drive intersection*
- *Left-in/left-out intersection with Orchid Drive with additional lanes*
- *Dualling of Main Road West*
- *Formalise gravel parking area for public*
- *Public transport embayment relocation on Main Road West, including bridge*
- *Provision of non-motorised transport facilities along Main Road West*

3. That the available funds for the intersection of Orchid Drive in Still Bay West be moved to Melkhoutfontein, such that the entirety of the Melkhoutfontein portion of the proposal can be implemented as one phase.

4. That Council budget for the remaining scope in Still Bay West as a separate phase project."

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS : MUNICIPAL MANAGER / KOMMENTAAR : MUNISIPALE BESTUURDER

Noted

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

Noted

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council take note of the TIA that was conducted and the proposed phase implementation of the upgrades to the intersections of Orchid Drive in Still Bay West and Suikerbos/Heuningkloof in Melkhoutfontein.
2. That Council approve the implementation as per the proposed split:

   <u>Phase 1 (Melkhoutfontein):</u>

   - Public transport and non-motorised transport facilities in Melkhoutfontein

- Formalise access road to residential area
- Road markings and signage refurbishment
- Single-lane roundabout on Suikerbos/Heuningkloof intersection
- Additional turning lane upgrade on R305 intersection

<u>Phase 2 (Still Bay):</u>

- Double-lane roundabout on Waterblom Drive intersection
- Left-in/left-out intersection with Orchid Drive with additional lanes
- Dualling of Main Road West
- Formalise gravel parking area for public
- Public transport embayment relocation on Main Road West, including bridge
- Provision of non-motorised transport facilities along Main Road West

3. That the available funds for the intersection of Orchid Drive in Still Bay West be moved to Melkhoutfontein, such that the entirety of the Melkhoutfontein portion of the proposal can be implemented as one phase.
4. That Council budget for the remaining scope in Still Bay West as a separate phase project.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Technical Services – Mr. R. Manho

ATTACHMENTS / STAWENDE DOKUMENT

Final TIA report

Presentation

LYNERS

Traffic Impact Assessment

RFQ 10: TRAFFIC IMPACT ASSESSMENT IN MELKHOUTFONTEIN AND STILL BAY WEST

Revision 1

30 June 2026

PROJECT NO. 26065R

Compiled for:

HESSEQUA MUNICIPALITY
P.O. BOX 29
RIVERSDALE
6670

Contact Person:
Adele de Lange
Tell: (+27) 28 713 8090

Compiled by:

NEIL LYNERS AND ASSOCIATES (PTY) LTD
P O BOX 4901
TYGERVALLEY
7530

Contact Person:
Alicia du Toit
Cell: (+27) 81 206 2331

REPORT DETAILS :

Lyners Reference No:	26065R
Municipality Name:	Hessequa Municipality
Type of Assessment:	Traffic Impact Assessment
Particulars of Site Development Plan:	N/A
Erf numbers and Farm Names:	N/A
Client Details:	Hessequa Municipality, P.O Box 29, Riversdale, 6670
Name and address of Assessor:	Alicia du Toit Pr. Eng, Neil Lyners and Associates (Pty) Ltd, Ground Floor, South Gate Entrance, South Gate Building, Carl Cronje Dr, Tygervalley, Cape Town, 7530

Record of Revisions:

Date	Revision	Status	Format	Issued to:
2026.06.17	00	DRAFT	PDF	Client
2026.06.30	01	FINAL	PDF	Client

Disclaimer, Confidentiality and Copyright :

This Traffic Impact Assessment (TIA) has been prepared based on the data and assumptions available at the time of its preparation, as provided by the client and other relevant sources. The analysis contained within this report is intended to provide an evaluation of potential traffic impacts associated with the proposed development, based on current conditions and standard industry practices.

While every reasonable effort has been made to ensure the accuracy of the data, methodologies, and conclusions within this document, the authors cannot guarantee that all traffic conditions or future developments will align exactly with the findings herein. Traffic patterns and conditions may evolve due to unforeseen changes in infrastructure, regulations, or other factors that are outside the scope of this report.

This report is provided for the exclusive use of the client, project team, and relevant permitting or regulatory agencies. It is not intended for use by third parties or for purposes other than those outlined. The authors and Lyners do not accept any responsibility or liability for any consequences arising from the use of this report outside of its intended purpose.

This Transport Impact Assessment has been prepared according to the requirements of the South African Traffic Impact and Site Traffic Assessment Manual.

It is hereby confirmed that this TIA has been prepared and approved by a suitably qualified and experienced professionally registered transportation engineer who has independently and objectively come to the conclusions outlined in the report without any conflicts of interest that would influence the integrity of the report's conclusions.

EXECUTIVE SUMMARY

Neil Lyners and Associates (Pty) Ltd was appointed by Hessequa Municipality to undertake a Traffic Impact Assessment (TIA) for selected road sections and intersections in Melkhoutfontein and Still Bay West. The assessment forms part of the Municipality's ongoing programme to improve transport infrastructure and ensure that the road network can safely and efficiently accommodate future growth and development.

The study focused on five intersections located along Suikerbos Road in Melkhoutfontein and Main Road West in Still Bay West. The assessment included a review of the existing road network, traffic operations, road safety, public transport facilities, non-motorised transport infrastructure, future traffic growth and the identification of appropriate mitigation measures. Traffic analyses were undertaken using SIDRA Intersection software for existing traffic conditions (2026), a short-term horizon year (2031) and a long-term horizon year (2040). Additional analyses were completed for holiday traffic conditions within Still Bay West to account for the substantial seasonal increase in traffic demand experienced during the December and January holiday periods.

The assessment found that all five study intersections currently operate under capacity and at acceptable levels of service during normal traffic conditions. Future traffic growth associated with residential development in Melkhoutfontein and continued growth in Still Bay will, however, place increasing pressure on portions of the road network.

The most significant future constraint was identified at the intersection of Suikerbos Road and the Heuningkloof Access Road, where traffic operations are expected to deteriorate to unacceptable levels by 2040 if no upgrades are implemented. The conversion of this intersection to a single-lane roundabout was found to provide sufficient capacity and acceptable levels of service throughout the assessment horizon.

Within Still Bay West, weekday traffic conditions are expected to remain acceptable up to 2040. During peak holiday periods, however, substantial congestion is expected to occur at the intersections of Main Road West with Orchid Drive and Waterblom Drive. Targeted intersection upgrades, including a roundabout at Waterblom Drive, access management measures at Orchid Drive and the long-term dualling of Main Road West, were found to restore acceptable operating conditions under future holiday traffic demands.

The road safety assessment identified no critical safety deficiencies requiring immediate intervention. Opportunities were nevertheless identified to improve pedestrian safety, public transport facilities, roadside safety and visibility at intersections. Formal public transport embayments, upgraded pedestrian facilities and improved non-motorised transport infrastructure are recommended as part of future implementation projects.

The assessment concludes that the existing road network is capable of accommodating current traffic demand but that a number of strategic upgrades will be required over time to support future development and seasonal tourism growth. The proposed improvements are considered sufficient to maintain acceptable levels of service, improve safety and support the Municipality's long-term transport planning objectives.

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ACRONYMS

AMP	Access Management Plan
CBD	Central Business District
COTO	Committee of Transport Officials
DR	Divisional Road
LILO	Left-in Left-out
LOS	Level of Service
MR	Main Road
NMT	Non-Motorised Transport
PHF	Peak Hour Factor
RFQ	Request for Quotation
RNIS	Road Network Information System
SANS	South African National Standards
SARTSM	South African Road Traffic Signs Manual
SDF	Spatial Development Framework
TIA	Traffic Impact Assessment
TMH	Technical Methods for Highways
VAT	Value Added Tax
WCG	Western Cape Government

1. INTRODUCTION

1.1 Background

Neil Lyners and Associates (Pty) Ltd. (hereafter referred to as Lyners) has been appointed by Hessequa Municipality under the professional engineering services framework (Tender: HES TECH 24/2223) to complete a formal Traffic Impact Assessment (TIA) for specific road sections in Melkhoutfontein and Still Bay. The TIA aims to assess the existing and future traffic demand, potential mitigation measures, the geometric design of intersections and the safety conditions at the sites.

The study handles two distinct geographic corridors:

1. An approximate 574-metre long section of Suikerbos Road in Melkhoutfontein, stretching between its key regional link to the R305 provincial road and rapidly developing residential and industrial developments.
2. An approximate 105-metre long section of Main Road West in Still Bay West, providing access between commercial hubs, residential areas, and coastal recreational corridors. This is also the only road linking the Still Bay West to Still Bay East and major transport corridors to the north.

1.2 Objectives

The objectives of this assessment are to:

- Determine existing and future traffic demand and operations.
- Determine traffic distribution and travel patterns.
- Evaluate road and intersection performance.
- Assess safety for all road users.
- Assess the provision of facilities for non-motorised road users and public transport.
- Recommend infrastructure improvements.
- Estimate the cost of proposed improvements.
- Present a proposed implementation plan for improvements.

2. SCOPE OF WORKS

The scope of this TIA includes the evaluation of the current traffic conditions, estimating the future traffic demand due to the regional development of the two towns, and determining the impact on the road network and traffic flow. To perform the assessments, data will be collected through site visits, sourcing available information, policies and data from authorities, obtaining traffic assessments related to the study sites from other professionals, desktop reviews of aerial maps and meetings with the client. Intersection analysis models will be developed for all five study intersections, and should the traffic conditions warrant it, possible mitigation measures will be proposed. Concept designs of all proposed improvements will be draughted, and cost estimates and an implementation plan will be provided. Finally, a safety assessment for all road users will be completed.

This TIA is compiled according to the guidelines set out in *TMH 16: South African Traffic Impact and Site Traffic Assessment Manual, Volume 1 (2021) and 2 (2021)* as compiled by COTO.

3. POLICY AND GUIDELINE FRAMEWORK

The assessment has been undertaken with reference to the following policies, guidelines and statutory documents:

- TMH 16 - South African Traffic Impact and Site Traffic Assessment Manual (Vol. 1 & Vol. 2) 2021
- TMH 17 - South African Trip Data Manual 2021
- TRH 17 – Geometric Design of Rural Roads 1988
- TRH 26 - South African Road Classification and Access Management Guideline
- Western Cape Access Management Guidelines 2020
- Highway Capacity Manual (HCM) 2016
- Hessequa Local Municipality Spatial Development Framework 2024 / 2025
- Hessequa Municipality Zoning Scheme By-Law 2025

4. ASSUMPTIONS

The following assumptions, based on experience and relevant literature in the field of transportation engineering, were made during the compilation of this TIA:

- Historic traffic growth rate = **3.27% per annum**
- Future traffic growth rate = **4.82% per annum**
- Horizon year period 1 = **5 years**
- Horizon year period 2 = **14 years**
- Vehicle occupancy rate = **1.2**
- Peak Hour Factor (PHF) = **0.90** for regular peak periods and **0.95** during holiday peak scenarios
- Holiday Peak Adjustment Factor: **2.20**

The derivation of most of these assumptions are discussed in relevant sections of this report.

5. PREVIOUS STUDIES AND FRAMEWORKS

The following studies, completed in recent years, were related to the study area included in this TIA and were considered during the completion of these assessments.

1. Access Management Plan MR331 and MR332 (Report No. 20-071), compiled by Urban Engineering, May 2021 (Rev.0)
2. Melkhoutfontein Low Cost Housing Project, Transport Impact Assessment, compiled by Deca Consulting Engineers, June 2019
3. ERF 1530 Stilbaai, Transport Impact Assessment and Parking Proposal (Ref D391), compiled by Deca Consulting Engineers, February 2020
4. Erf 1503 Heuningkloof Light Industrial Area, Stilbaai, Transport Impact Assessment, compiled by Liezl Stodart Pr Eng, October 2022

6. STUDY AREA

6.1 Locality

The study area is situated within the settlements of Melkhoutfontein and Still Bay West in the Hessequa Municipal area of the Western Cape Province. Both areas form part of the greater Still Bay urban area, which serves as an important coastal tourism destination and residential node along the Southern Cape coastline. Refer to **Figure 1a** and **Figure 1b** in Annexure B for locality plans of both areas included in the primary study area.

Melkhoutfontein is located approximately 5 km to the north of Still Bay and is connected to the coastal town primarily via the R305 Provincial Road. The area considered in this study is located between the R305 and the main residential settlement of Melkhoutfontein. The study intersections mainly serve the Heuningkloof light industrial development to the north and a low-cost housing development to the south. Traffic between the main residential area and the R305 are also present within the study area in an east-west direction. In Melkhoutfontein, development is characterised primarily by residential zoning with supporting community and public service facilities.

Still Bay West forms part of the main urban area of Still Bay and is located to the west of the Goukou River. Main Road West traverses the river via a two-lane bridge and functions as an important local distributor route that accommodates movements between residential areas, commercial activities, tourism-related land uses and the broader municipal road network. The road also provides connectivity to several local access streets, including Orchid Drive and Waterblom Drive, which serve established residential neighbourhoods.

The surrounding land use in Still Bay is predominantly residential in nature, comprising a mixture of low-density single residential properties, community facilities, institutional land uses and local commercial activities. In Still Bay West, land use is predominantly Single Residential Zone and General Residential Zone, interspersed with limited business, tourism and public open space land uses.

Both study areas are located within developed urban environments where safe and efficient access for both motorised and non-motorised users is essential. **Figure 3a** and **Figure 3b** in Annexure B shows the zoning of properties in the primary study area.

6.2 Study Intersections

In accordance with the specifications contained in the Request for Quotation (RFQ10) of Hessequa Municipality, the site intersections included in this assessment are as listed below:

- Intersection 1 (Melkhoutfontein): T-intersection of Suikerbos Road with the R305 Provincial Road. (Coordinates: 34° 19' 45.23" S, 21° 24' 14.86" E).
- Intersection 2 (Melkhoutfontein): Four-way intersection of Suikerbos Road, the access road to the Heuningkloof industrial area, and the first primary access road to the new residential development. (Coordinates: 34° 19' 41.46" S, 21° 24' 23.90" E).
- Intersection 3 (Melkhoutfontein): T-intersection of Suikerbos Road with the second primary access road to the residential development. (Coordinates: 34° 19' 39.23" S, 21° 24' 35.74" E).
- Intersection 4 (Still Bay West): T-intersection of Main Road West with Orchid Drive. (Coordinates: 34° 21' 31.40" S, 21° 24' 51.66" E).
- Intersection 5 (Still Bay West): T-intersection of Main Road West with Waterblom Drive. (Coordinates: 34° 21' 28.68" S, 21° 24' 53.81" E).

Figure 2a and **Figure 2b** in Annexure B shows the locations of the sites included in the primary study area.

7. EXISTING ROAD INFRASTRUCTURE

7.1 Regional Context

The existing road network within the study area serves both local residential traffic and regional traffic travelling between Still Bay, Melkhoutfontein and the surrounding rural areas. The R305 functions as the primary regional route connecting Melkhoutfontein to Still Bay and the nearby town of Riversdale, and the broader provincial road network and the N2 highway. Main Road West serves as an important local distributor route within Still Bay West itself.

The transportation environment is characterised by significant seasonal variation in traffic demand associated with tourism and holiday accommodation. During peak holiday periods, particularly over the December and January season, traffic volumes within the broader Still Bay area increase substantially, resulting in elevated intersection demands and increased pedestrian activity. As a result, both current traffic conditions and future seasonal traffic demands have been considered as part of this assessment to ensure that the transportation network remains capable of supporting planned growth and ongoing development within the municipality.

The ownership of Main Road (MR332) and Suikerbos Road (DR1528) vests with the Western Cape Provincial Government, but both roads also form part of the Hessequa Municipality asset register. The other streets that form part of this assessment, namely the Heuningkloof Access Road, Melkhoutfontein Housing Access Road, the Informal Access Road, Orchid Drive and Waterblom Drive are all owned and maintained by Hessequa Municipality.

7.2 Functional Road Classification

The roads included within the study area perform distinct functions within the municipal road network. The R305 serves as a higher-order mobility route providing regional connectivity and facilitating movement between settlements. Suikerbos Road functions primarily as a local collector road, distributing traffic between residential neighbourhoods and the regional network. Main Road serves as a local distributor route within Still Bay West and provides access to several residential streets and community facilities. **Diagram 1** and **Diagram 2** shows the classification of the major roads in the study area, as defined by the WCG. **Table 1** on the next page contains a summary of characteristics of the existing roads included in this TIA.

Diagram 1. *Classification of roads in the vicinity of the Melkhoutfontein sites (Source: RNIS, WCG)*

Diagram 2. Classification of roads in the vicinity of the Still Bay West sites (Source: RNIS, WCG)

Table 1. Existing roads included in primary study area.

ROAD NAME	ROAD CLASSIFICATION	ROAD RESERVE WIDTH	ROAD WIDTH	SPEED LIMIT IN STUDY AREA
MELKHOUTFONTEIN				
R305 (MR332)	Class 3 (Minor Arterial)	*No road reserve*	9.0m	80 km/h
Suikerbos Road (DR1528)	Class 4 (Collector)	20.0m	20.0m	60 km/h
Heuningkloof Access	Class 5 (Local Street)	22.0m	6.8m	60 km/h
Melkhoutfontein Housing Access	Class 5 (Local Street)	13.0m	6.0m	60 km/h
Informal Access	Class 5 (Local Street)	*No road reserve*	6.6m	40 km/h
STILL BAY WEST				
Main Road West (MR332)	Class 3 (Minor Arterial)	25.0m - 26.0m	7.4m	60 km/h
Orchid Drive	Class 5 (Local Street)	20.0m	6.8m	60 km/h
Waterblom Drive	Class 5 (Local Street)	20.0m	6.0m	60 km/h

7.3 Existing Geometry and Road Condition

A site inspection was undertaken to assess the existing transportation infrastructure. The assessment included a review of road geometry, pavement condition, lane configuration, roadside development, and pedestrian facilities.

The existing geometry of the intersections are shown in **Section 13**. All roads included in this assessment are single carriageway roads with one lane per direction of travel and no medians. Existing traffic control is predominantly provided through stop control at minor approaches. Pedestrian infrastructure is limited, with discontinuous sidewalks and a lack of formal crossing facilities. Opportunities therefore exist to improve the safety and accessibility of the network for non-motorised transport users.

The informal access road from Suikerbos Road currently functions as a second access point to the Melkhoutfontein housing development but is not a registered roadway. It is currently an informal gravel road with a steep vertical grade approaching Suikerbos Road. In addition to providing access to the Melkhoutfontein housing development, the gravel roadway is also used as a secondary informal access road to the St. Augestine's Church and the Melkhoutfontein Primary School.

The roads within the study area are generally maintained to an acceptable standard, with the exception of the Informal Access Road in Melkhoutfontein. **Diagram 3** and **Diagram 4** below indicates the current road conditions of the major provincial roads in the study area, as classified by the WCG.

Diagram 3. *Surfaced road conditions in the vicinity of the Melkhoutfontein sites (Source: RNIS, WCG)*

Diagram 4. *Surfaced road conditions in the vicinity of the Still Bay West sites (Source: RNIS, WCG)*

8. PROPOSED ROAD UPGRADES

Three significant road upgrade projects are planned for the Still Bay and Melkhoutfontein areas, at different levels of conception.

In Melkhoutfontein, an upgrade of Suikerbos Road is planned that will introduce a dedicated right-turn lane into the Melkhoutfontein Housing development. This was a proposal made in the TIA for the housing development and was designed by Hessequa Engineers. The proposed design drawing is contained in **Annexure C**. According to representatives of the municipality, this road upgrade project is planned to commence within the near future. Therefore, the upgrades were assumed to be in place by 2031 in this assessment.

A significant road upgrade planned for Still Bay West is the introduction of a Western Bypass road. This road has been in planning for several years and Environmental Authorisation has been obtained. The current planned route is indicated in **Diagram 6** below. The road is intended to reroute vehicles from Main Road West to alleviate congestion within the CBD. The road will also unlock development potential to the west between Still Bay and Jongensfontein. Based on the currently available planning information, the Western Bypass is not expected to significantly alter traffic volumes at the study intersections and was therefore excluded from the quantitative assessment.

Diagram 5. *Proposed alignment of the Western Bypass Road in Still Bay*

The Hessequa Municipality's Spatial Development Framework (SDF) of 2024/2025 indicates the planned dualling of Main Road West over the Goukou River. As far as could be ascertained, no designs or budgeting has been completed for this dualling. The proposed upgrade was assessed for the Horizon scenario in this TIA but was not assumed to already be in place during any analysis periods.

9. ANALYSIS SCENARIOS

The following scenarios have been analysed in this TIA:

Scenario 1: Existing 2026 Traffic Demand

Scenario 2: Background 2031 Traffic Demand

Scenario 3: Horizon 2040 Traffic Demand

Scenario 4a: Existing 2026 Holiday Traffic Demand

Scenario 4b: Background 2031 Holiday Traffic Demand

Scenario 4c: Horizon 2040 Holiday Traffic Demand

Only for Intersection 4 and Intersection 5

The first analysis horizon (background) was selected as five years from the date of this report as recommended in the TMH 16. The second analysis horizon was selected as the year 2040 in order to correspond to the horizon year of the Hessequa Municipality SDF. By aligning the horizon year of these two documents, proposed upgrades and findings can be assessed within the larger regional planning context.

In order to assess the impact of seasonal traffic variations on the road network, the sites in Still Bay West were analysed for three additional scenarios considering the estimated holiday traffic volumes. As Melkhoutfontein is not classified as a holiday destination such as Still Bay, it is not expected that there will be major seasonal variation in traffic volumes at the Melkhoutfontein sites. The "holiday" scenarios were, therefore, not assessed for Intersections 1 to 3.

10. TRAFFIC DATA COLLECTION

Classified traffic counts were conducted at three of the five study intersections in 2019 and 2020. As the time to complete this assessment was limited and new counts were not feasible, it was agreed with the municipality that the previous counts could be used as 2026 volumes by applying a reasonable historic background growth rate (discussed in the next section).

Table 2 below includes a summary of the available traffic counts.

Table 2. Traffic counts summary.

INTERSECTION	DATE COUNTED	PERIODS COUNTED	AM PEAK HOUR	PM PEAK HOUR	FRI PM PEAK HOUR	SAT PEAK HOUR
R305 / Suikerbos Road	5 Nov 2019	Weekday	06:45 – 07:45	16:30 – 17:30	-	-
Main Road West / Orchid Drive	14&15 Feb 2020	Friday PM and Saturday AM	-	-	16:15 – 17:15	09:00 – 10:00
Main Road West / Waterblom Drive	14&15 Feb 2020	Friday PM and Saturday AM	-	-	16:15 – 17:15	09:00 – 10:00

11. TRAFFIC GROWTH

11.1 Background Growth

A background growth rate is applied to traffic volumes on a road network to estimate the traffic volumes that will be present during future horizon scenarios. In this assessment, two separate background growth rates were considered, namely a historic growth rate and a future growth rate.

The historic background growth rate was applied to traffic counts completed before the base year (2026) in order to estimate the current traffic volumes at the study intersections. This growth rate was estimated from manually counted traffic volumes available on the WCG's RNIS database between the years 2017 and 2024 as **3.27%** per annum. This corresponds to an average growth rate according to the TMH 17.

The Hessequa Municipality SDF estimates that the areas of Melkhoutfontein and Still Bay will experience a generally high average development and resident growth rate of 4.82% per annum. The future background growth rate, applied to 2026 traffic volumes to estimate the traffic in future horizon scenarios, will thus be assumed as **4.82%** per annum in this report.

11.2 Seasonal Growth

As Still Bay is a very popular coastal holiday town, with a major increase in population expected during the December and January holiday period, the traffic volumes during this period must also be assessed in addition to the normal operating conditions. A seasonal growth factor must be applied to traffic volumes determined from traffic counts performed in periods falling outside of the holidays.

For coastal holiday towns in the Western Cape, a seasonal growth factor of 1.3 to 1.8 is typically applied to calculate holiday traffic volumes. Still Bay, however, has been identified as one of the fastest growing holiday destinations in the country and, as such, a higher seasonal growth factor is deemed realistic. It has been established that the population of Still Bay increases by between 300% and 400% during the December and January holiday period. It must be noted, however, that the traffic growth is not always directly related to population growth as the vehicle occupancy rate is typically higher during holiday periods. Traffic counting data on major roads in the province shows that traffic volumes in towns similar to Still Bay has increased by between 16% and 64% between the normal year and the December holidays. Taking the above information into account, a seasonal growth factor of **2.2** was assumed for this assessment. The growth factor is considered conservative and represents a robust worst-case assessment of future holiday traffic conditions

12. CALCULATION OF TRAFFIC VOLUMES

The historic growth rate was applied to the traffic counts of 2019 and 2020 to estimate the 2026 traffic volumes. Approximately 50% of the Melkhoutfontein housing development, as well as the U-Save in Heuningkloof, were developed between the date of the counts and 2026. As such, the calculated generated trips for these two portions, as reported in the two developments' respective TIA's, were added to the escalated traffic counts. The formal access to the housing development was assumed to be the only approved access and this assessment made provision that all generated traffic would enter and exit through the formal access. In order to assess the informal access road from Suikerbos Road, an assumption was made that approximately 30% of the housing development could use the informal access road, but these trips were not subtracted from the main access point volumes.

At the intersections in Still Bay West, only Friday afternoon and Saturday morning counts were available, but the weekday morning and afternoon peak periods also had to be assessed. An adjacent intersection, namely the intersection of MR332 and MR333, was counted during all four periods. As such, a relationship between the volumes during weekday morning, weekday afternoon and Friday afternoon peak periods could be determined. This relationship was utilised to calculate the expected weekday morning and afternoon traffic volumes at Intersection 4 and Intersection 5. The distribution of traffic during each period was based on counts done during 2020 for the MR331 and MR332 AMP completed by Urban Engineering in 2021.

The existing 2026 traffic volumes and service levels at the five study intersections are indicated in **Figure 4** and **Figure 9** in Annexure B.

Traffic volumes during the future horizon scenarios of 2031 and 2040 were calculated by escalating the 2026 traffic volumes with the future background growth rate. The trips expected to be generated by the remaining 50% of the Melkhoutfontein housing development and the rest of the approved developments in Heuningfontein, were added to the 2031 and 2040 traffic volumes.

The 2031 and 2040 traffic volumes and service levels at the five study intersections are indicated in **Figure 5**, **Figure 6**, **Figure 10** and **Figure 11** in Annexure B.

13. TRAFFIC ANALYSIS

This section contains a summary of the results of the traffic analyses performed for each of the five study intersections during the analysis scenarios defined in **Section 9**. The analysis of each intersection was done for the existing intersection configuration and if any improvements are proposed, the improved traffic conditions at the intersection are also discussed. The full analysis results can be found in Annexure D.

Study intersections that are located within Melkhoutfontein (Intersections 1 to 3) were analysed during the weekday morning and afternoon peak periods. Intersections in Still Bay West were also analysed for these periods but were also assessed during the Friday afternoon peak period, as it is believed that this would be the period during which this area would experience the highest levels of traffic demand. Traffic counts performed in 2020 confirmed that the Friday afternoon peak period has a higher traffic demand than the Saturday morning peak periods in Still Bay West and, therefore, the Saturday peak period was not assessed. Scenarios 4a, 4b and 4c were only assessed for the Friday afternoon peak period, as this was deemed to represent the time during the holiday period that would experience the highest traffic demand.

SIDRA Intersection 11.0 software was used to evaluate the existing and future traffic operations at the study intersections. During the analyses, a Peak Hour Factor (PHF) was assigned to each vehicle movement which relates the peak hour counts to the peak 15-minute volumes during the peak hour. This means that the SIDRA analyses results only reflect the conditions that would likely occur during the worst 15 minutes of each peak period.

When discussing SIDRA results in this report, the following classifications are used to describe the operation of each intersection:

v/c less than 0.85 = **Under Capacity**

v/c between 0.85 and 0.97 = **Near Capacity**

v/c between 0.97 and 1.05 = **At Capacity**

v/c over 1.05 = **Over Capacity**

In addition to the classifications above, the performance of an intersection is also classified according to the Level of Service (LOS) definitions prescribed in the Highway Capacity Manual, 2016 (HCM). According to the HCM, LOS is classified according to the average control delay experienced by vehicles at an intersection and must be assessed for individual movements, approaches and the intersection as a whole. The definition of each LOS classification is contained in the table below.

Table 3. *LOS classifications as per the HCM 2016.*

Level of Service	Control Delay per Vehicle (d)
A	d ≤ 10s
B	10s < d ≤ 15s
C	15s < d ≤ 25s
D	25s < d ≤ 35s
E	35 < d ≤ 50s
F	d > 50s

As per the TMH 16, a LOS D is the worst acceptable performance level for an intersection during normal conditions, while a LOS E can be deemed acceptable during certain abnormal traffic conditions.

The traffic volumes and service levels at the five study intersections for all scenarios, with proposed upgrades considered, are indicated in **Figure 4** to **Figure 6**, **Figure 9** to **Figure 11**, and **Figure 13** to **Figure 15** in Annexure B.

13.1 Study Intersection 1: R305 and Suikerbos Road (Melkhoutfontein)

13.1.1 Existing Geometric Layout

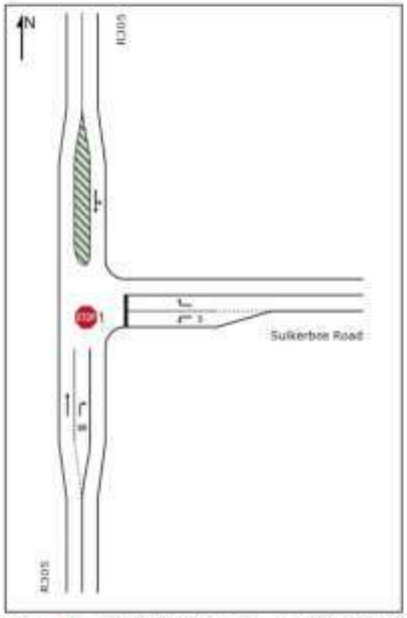


Diagram 6. *Intersection 1 – Existing layout.*

13.1.2 Traffic Analysis

Table 4. *Intersection 1: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	5.3s	0.196	Under Capacity
Scenario 2: Background 2031 Traffic	B	5.9s	0.303	Under Capacity
Scenario 3: Horizon 2040 Traffic	C	7.3s	0.561	Under Capacity

Table 5. *Intersection 1: Weekday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	4.5s	0.153	Under Capacity
Scenario 2: Background 2031 Traffic	C	5.4s	0.252	Under Capacity
Scenario 3: Horizon 2040 Traffic	E	6.8s	0.467	Under Capacity

The results of the SIDRA analysis, contained in *Table 4* and **Table 5** above, indicate that the intersection operates at good service levels during the morning peak period for all scenarios. During the afternoon peak, the right-turn movement from Suikerbos Road operates at a LOS E in Scenario 3, but the average delay for the intersection remains under 10 seconds. For all scenarios and peak periods, the intersection operates well under capacity.

13.1.3 Proposed Upgrades

During the afternoon peak period in Scenario 3 (2040 horizon year) it was found that the right-turn movement from Suikerbos Road operates at a LOS E. In an attempt to improve the LOS of this movement, a proposed upgrade was analysed to include an additional 60-metre long turning lane on the Suikerbos Road approach by the year 2040 as shown in the diagram on the next page. The existing painted island on the northern leg of the R305 can be converted into a receiving lane, making a double right-turn from Suikerbos Road feasible.

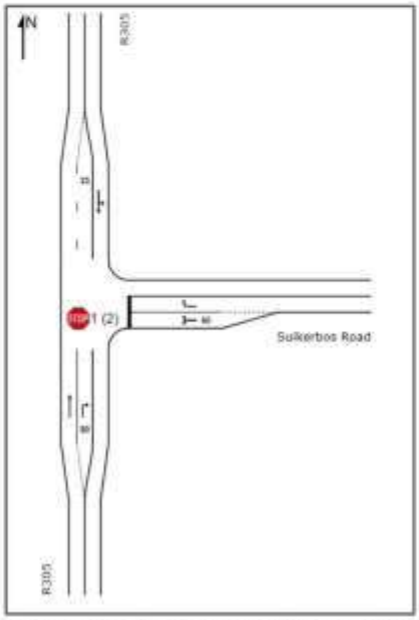


Diagram 7. *Intersection 1 – Proposed upgraded layout (2040).*

Table 6 and **Table 7** shows that the traffic conditions at the upgraded intersection are acceptable in Scenario 3. It is noted, however, that the improvement in service levels is minor.

Table 6. *Intersection 1: Weekday morning analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	C	7.0s	0.504	Under Capacity

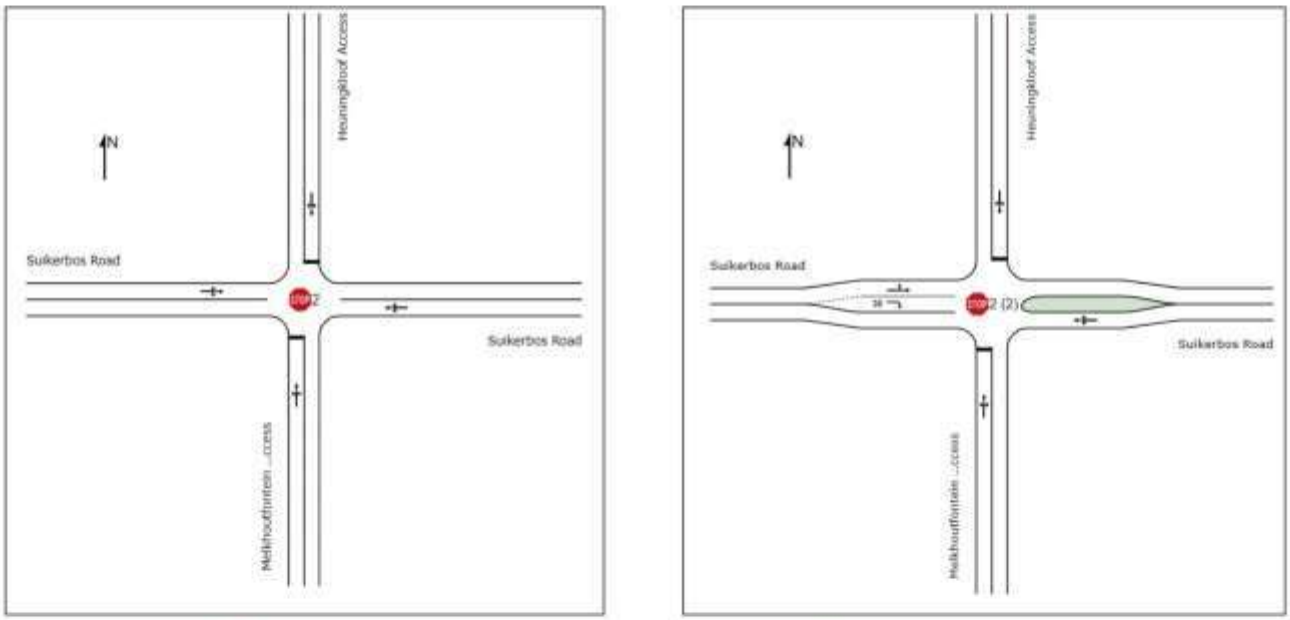
Table 7. *Intersection 1: Weekday afternoon analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	D	6.8s	0.425	Under Capacity

13.2 Study Intersection 2: Suikerbos Road and Heuningkloof Access (Melkhoutfontein)

13.2.1 Existing Geometric Layout

As discussed in **Section 8** of this report, plans are underway to upgrade the intersection of Suikerbos Road and the Heuningkloof Access to include a dedicated turning lane from Suikerbos Road to the new Melkhoutfontein housing development to the south. For the sake of these analyses, it was assumed that these upgrades (shown in **Diagram 8(b)** below) were in place by the year 2031.



(a) Existing layout *(b) Proposed upgraded layout*

Diagram 8. *Intersection 2 – Existing and proposed layouts*

13.2.2 Traffic Analysis

Table 8. *Intersection 2: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	3.4s	0.121	Under Capacity
Scenario 2: Background 2031 Traffic	C	5.5s	0.342	Under Capacity
Scenario 3: Horizon 2040 Traffic	D	9.1s	0.725	Under Capacity

Table 9. *Intersection 2: Weekday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	4.1s	0.153	Under Capacity
Scenario 2: Background 2031 Traffic	D	8.9s	0.509	Under Capacity
Scenario 3: Horizon 2040 Traffic	F	76.0s	1.633	Over Capacity

It was found that the intersection operates at good service levels during both the morning and afternoon peak for the current 2026 traffic volumes. By 2031, it is expected that traffic conditions will decline slightly, but that the LOS will still be acceptable during both peak periods. By 2040, however, it is expected that the intersection will operate at unacceptable service levels with several movements operating at LOS F. The intersection will also operate far over capacity, leading to very long delays on the northern and southern approaches.

13.2.3 Proposed Upgrades

To improve traffic conditions during Scenario 3, it is proposed that the intersection should be upgraded to a single-lane roundabout by the year 2040 as shown in **Diagram 9** below.

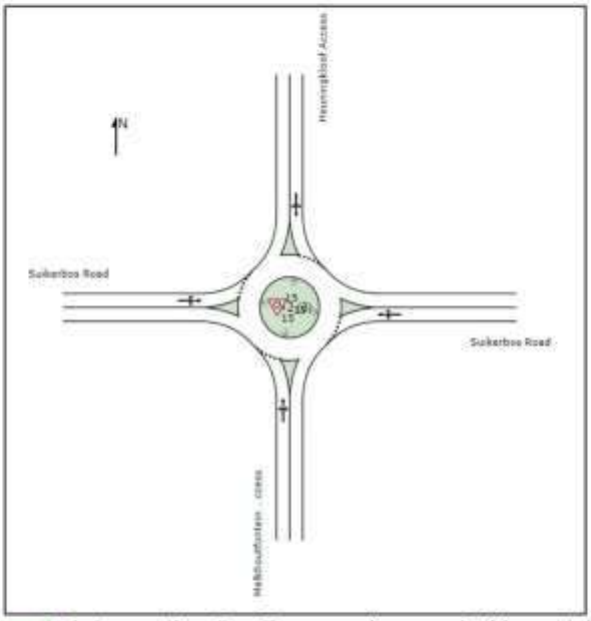


Diagram 9. *Intersection 2 – Proposed upgraded layout (2040).*

Table 10. *Intersection 2: Weekday morning analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	B	7.4s	0.500	Under Capacity

Table 11. *Intersection 2: Weekday afternoon analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	B	10.9s	0.677	Under Capacity

With the introduction of a single-lane roundabout at this intersection, traffic conditions significantly improve in Scenario 3 during both the morning and afternoon peak periods, with all movements operating at LOS B or better. The intersection will operate under capacity.

13.3 Study Intersection 3: Suikerbos Road and Informal Access (Melkhoutfontein)

13.3.1 Existing Geometric Layout

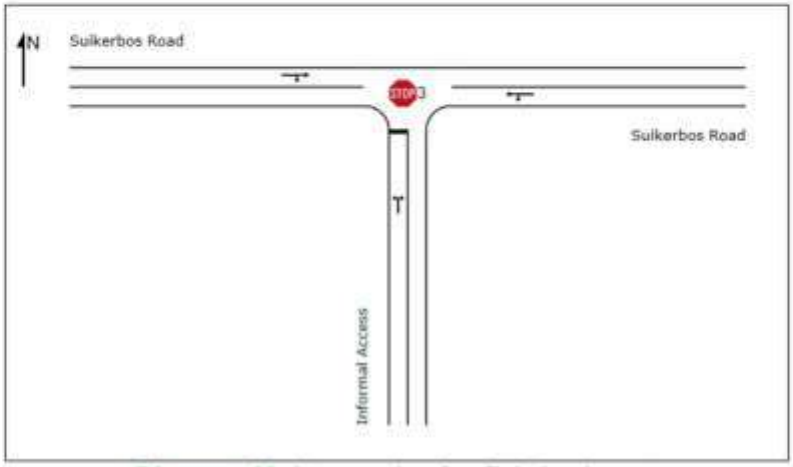


Diagram 10. *Intersection 3 – Existing layout.*

13.3.2 Traffic Analysis

Table 12. *Intersection 3: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	A	1.2s	0.109	Under Capacity
Scenario 2: Background 2031 Traffic	B	2.0s	0.138	Under Capacity
Scenario 3: Horizon 2040 Traffic	B	2.2s	0.211	Under Capacity

Table 13. *Intersection 3: Weekday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	A	1.1s	0.117	Under Capacity
Scenario 2: Background 2031 Traffic	B	1.7s	0.170	Under Capacity
Scenario 3: Horizon 2040 Traffic	B	1.9s	0.265	Under Capacity

Due to relatively low traffic volumes, the intersection is expected to operate at very good service levels during both morning and afternoon peak periods in all scenarios. No geometric upgrades are proposed, but it is suggested that the informal access road to the Melkhoutfontein housing should be formalised and registered as a second access road to the development.

13.4 Study Intersection 4: Main Road West and Orchid Drive (Still Bay West)

13.4.1 Existing Geometric Layout

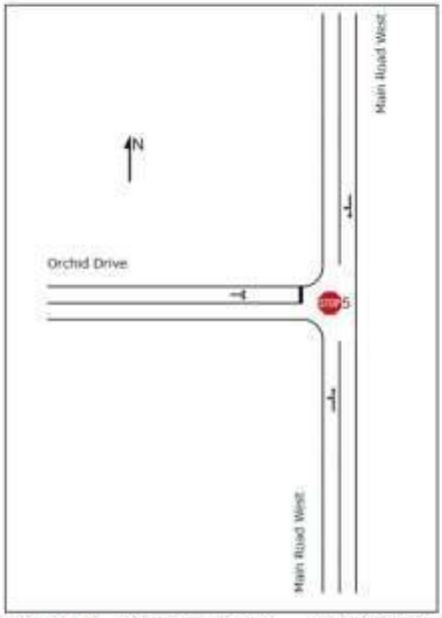


Diagram 11. *Intersection 4 – Existing layout.*

13.4.2 Traffic Analysis

Table 14. *Intersection 4: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.4s	0.188	Under Capacity
Scenario 2: Background 2031 Traffic	B	1.6s	0.239	Under Capacity
Scenario 3: Horizon 2040 Traffic	D	2.7s	0.430	Under Capacity

Table 15. *Intersection 4: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.4s	0.223	Under Capacity
Scenario 2: Background 2031 Traffic	C	1.5s	0.282	Under Capacity
Scenario 3: Horizon 2040 Traffic	D	2.3s	0.431	Under Capacity

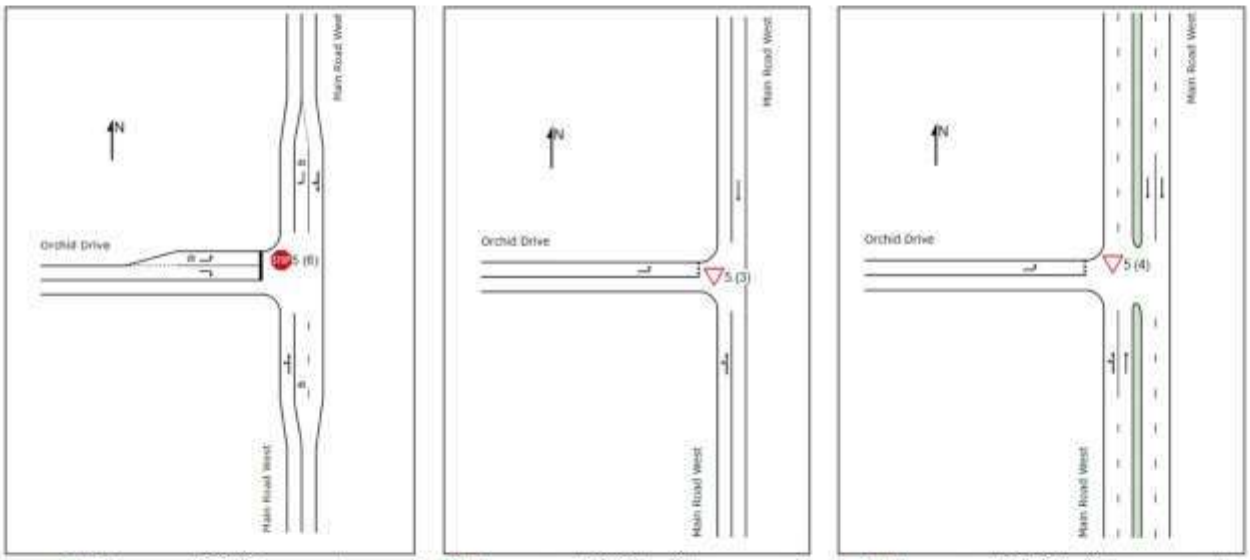
Table 16. *Intersection 4: Friday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.5s	0.209	Under Capacity
Scenario 2: Background 2031 Traffic	C	1.7s	0.265	Under Capacity
Scenario 3: Horizon 2040 Traffic	E	3.6s	0.643	Under Capacity
Scenario 4a: Existing 2026 Holiday Traffic	F	11.4s	1.158	Over Capacity
Scenario 4b: Background 2031 Holiday Traffic	F	142.3s	5.221	Over Capacity
Scenario 4c: Horizon 2040 Holiday Traffic*	F	29.9s	1.831	Over Capacity

** With proposed 2031 improvements considered*

This intersection operates under acceptable service levels during the normal weekday morning and afternoon peak periods in Scenario 1 to 3, with very minor delays experienced on all approaches and with the intersection functioning far under capacity. On Friday afternoons, however, the right-turn movement from Orchid Drive will operate at a LOS E during 2040, potentially leading to long queues and safety concerns. In all holiday scenarios, the intersection is expected to function over capacity, with movements on Orchid Drive operating at LOS F.

13.4.3 Proposed Upgrades



(a) Proposed 2040 upgrade *(b) Proposed 2031 holiday upgrade* *(c) Proposed 2040 holiday upgrade*

Diagram 12. *Intersection 4 – Proposed upgraded layouts.*

Without considering the impact of holiday traffic, it is proposed that this intersection must be upgraded by 2040 to include an additional dedicated turning lane on Orchid Drive, as well as a protected right-turn receiving lane on Main Road West. This will also allow for the provision of a dedicated right-turn lane from Main Road West into Orchid Drive. Refer to **Diagram 12(a)** above. It is proposed that this upgrade should be omitted in favour of the proposed upgrades indicated in **Diagram 12(b)** which would account for holiday traffic, but the final decision is budget dependent.

To safely accommodate the intense seasonal traffic volumes during the holiday periods, it is proposed that Intersection 4 be converted to a left-in/left-out (LILO) configuration by 2031. Under this seasonal operational strategy, the conflicting right-turn egress from Orchid Drive onto Main Road West is eliminated, effectively mitigating the severe delays and safety risks associated with vehicles attempting to cross the heavy, uninterrupted holiday traffic stream. Right-turning motorists exiting Orchid Drive will instead turn left and execute a legal U-turn at the proposed single-lane roundabout at Waterblom Drive (Intersection 5), located approximately to the north. The additional traffic volume diverted to Intersection 5 has been explicitly incorporated into the holiday peak SIDRA analysis for the Waterblom Drive roundabout.

Table 17. *Intersection 4: Weekday morning analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	C	1.8s	0.363	Under Capacity

Table 18. *Intersection 4: Weekday afternoon analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	C	1.7s	0.431	Under Capacity

Table 19. *Intersection 4: Friday afternoon analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 3: Horizon 2040 Traffic	C	2.0s	0.400	Under Capacity
Scenario 4b: Background 2031 Holiday Traffic	B	1.6s	0.606	Under Capacity
Scenario 4c: Horizon 2040 Holiday Traffic	A	1.2s	0.463	Under Capacity

Table 17 to **Table 19** above shows that the intersection will operate at good levels of service in all scenarios should the proposed improvements be implemented.

13.5 Study Intersection 5: Main Road West and Waterblom Drive (Still Bay West)

13.5.1 Existing Geometric Layout

Diagram 13. *Intersection 5 – Existing layout.*

13.5.2 Traffic Analysis

Table 20. *Intersection 5: Weekday morning analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.1s	0.187	Under Capacity
Scenario 2: Background 2031 Traffic	B	1.2s	0.239	Under Capacity
Scenario 3: Horizon 2040 Traffic	C	1.8s	0.376	Under Capacity

Table 21. *Intersection 5: Weekday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.2s	0.214	Under Capacity
Scenario 2: Background 2031 Traffic	B	1.3s	0.271	Under Capacity
Scenario 3: Horizon 2040 Traffic	D	1.9s	0.413	Under Capacity

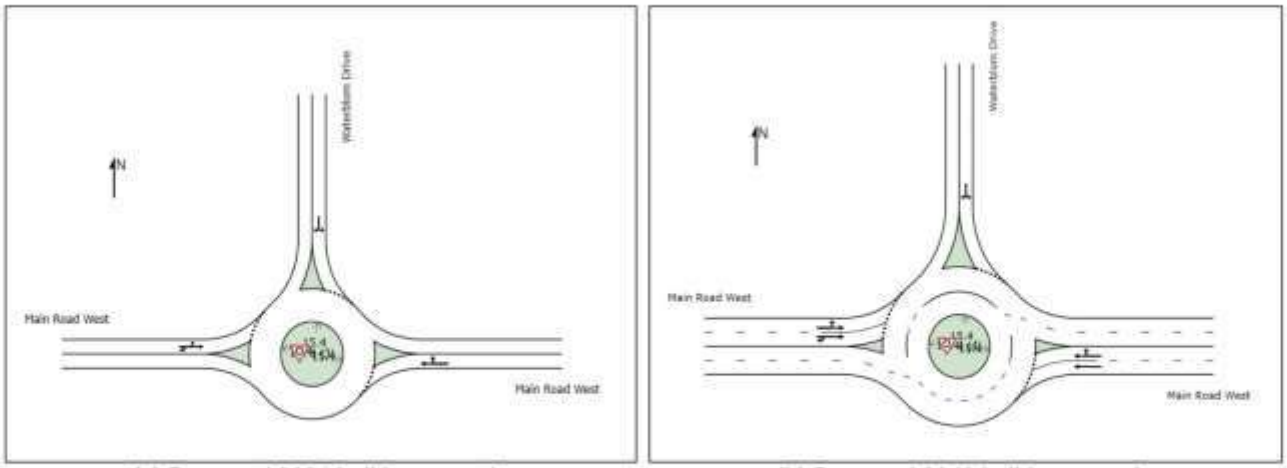
Table 22. *Intersection 5: Friday afternoon analysis results.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 1: Existing 2026 Traffic	B	1.2s	0.207	Under Capacity
Scenario 2: Background 2031 Traffic	B	1.3s	0.265	Under Capacity
Scenario 3: Horizon 2040 Traffic	D	2.3s	0.421	Under Capacity
Scenario 4a: Existing 2026 Holiday Traffic	F	3.4s	0.589	Under Capacity
Scenario 4b: Background 2031 Holiday Traffic	F	33.8s	2.538	Over Capacity
Scenario 4c: Horizon 2040 Holiday Traffic*	F	179.2s	1.536	Over Capacity

** With proposed 2031 improvements considered*

In Scenario 1 to Scenario 3, this intersection is expected to operate under good to acceptable service levels. Under holiday conditions, however, the traffic conditions decline and movements on Waterblom Drive are expected to operate at LOS F with long delays. From 2031 onwards, the intersection will operate over capacity during the holiday periods.

13.5.3 Proposed Upgrades



(a) *Proposed 2031 holiday upgrade* ***(b)*** *Proposed 2040 holiday upgrade*

Diagram 14. *Intersection 5 – Proposed upgraded layouts.*

In order to accommodate the increased traffic volumes during the holiday periods, it is proposed that the intersection must be converted to a single lane roundabout by 2031 as shown in **Diagram 14(a)**. By 2040, it is proposed that Main Road West should be dualled and the roundabout should be upgraded to a dual-lane roundabout (**Diagram 14(b)**).

Table 23. *Intersection 5: Friday afternoon analysis results for proposed upgrades.*

Scenario	Worst Movement LOS	Intersection Average Delay	v/c	Status
Scenario 4b: Background 2031 Holiday Traffic	C	12.9s	0.950	Near Capacity
Scenario 4c: Horizon 2040 Holiday Traffic	B	9.0s	0.777	Under Capacity

Table 23 above shows that the intersection will operate at good levels of service under holiday conditions should the proposed improvements be implemented.

14. ROAD SAFETY ASSESSMENT

A road safety assessment was undertaken for the study area to identify existing safety deficiencies and potential risks affecting motorists, pedestrians, cyclists and public transport users. The assessment included a detailed site inspection of the road sections and intersections identified in the project scope, together with a review of traffic operations, geometric design features, visibility constraints and roadside conditions.

The study area comprises a combination of residential and collector road environments characterised by moderate vehicle speeds and varying levels of pedestrian activity. Road alignment and visibility are generally acceptable throughout the study area. However, several locations were identified where vegetation growth, roadside features and geometric constraints may reduce available sight distance for drivers entering or crossing major roads. The sight triangles of all intersections are shown in **Figure 18a** and **Figure 18b** in Annexure B. Required sight distances were determined according to the WCG Access Management Guidelines 2020. Although there were no existing obstructions to sight distances identified during site visits, it is recommended that vegetation within these sight triangles must be continuously maintained to avoid sight line obstructions. No street furniture or infrastructure taller than 0.6m must be present in these areas.

The road environment is largely self-regulating in nature, with stop control used to manage traffic movements at minor intersections. Traffic calming measures are limited, and pedestrian facilities are generally informal or discontinuous.

Some roadside hazards, such as utility poles and street furniture, were identified during the assessment. Although these hazards currently present a relatively low risk due to modest traffic volumes and operating speeds, future road upgrades should seek to improve roadside safety through improved clear zones and hazard protection measures where appropriate.

The road network within the study area currently operates with an acceptable level of safety. No critical safety deficiencies requiring immediate intervention were identified during the assessment. However, several opportunities exist to improve the overall safety performance of the network. In order to improve the road safety of the study intersections, the following actions are proposed:

- Provision of formal pedestrian facilities and road crossings at intersections.
- Provision of formalised public transport facilities.
- Continuous maintenance of vegetation in road reserves to keep sight triangle clear.
- Review of lighting provision at all intersections.
- Refurbishment of road markings and road signs.

15. PUBLIC TRANSPORT ASSESSMENT

During a site visit to the study area, it was noted that minibus taxis use the verge on the north of Suikerbos Road to pick up and drop off passengers frequently. Without a formal public transport embayment, these activities can increase the risk of accidents and structural damage to the road edge. During consultation with Hessequa Municipality, it was established that this informal public transport stop is frequently used to transport high school children and workers to and from the nearby towns of Albertinia and Riversdale. A need for a public transport facility in this area is evident. It is therefore proposed that a formal public transport embayment must be constructed as shown in **Figure 7** in Annexure B. In order to accommodate the embayment, it is proposed that the current access to the Eskom Substation must be relocated to the Heuningkloof Access Road.

An existing bus embayment is located on the southern side of Main Road West right across from the Waterblom Drive intersection. The location of this bus embayment on the inside of a horizontal bend and across from an intersection is deemed to pose a safety risk for both motorised and non-motorised road users. The municipality confirmed that this bus stop is frequently used by taxis and buses transporting school children and workers to and from Albertinia and Riversdale. It is recommended that the embayment be relocated and formalised as shown in **Figure 16** in Annexure B. The proposal also includes the formalisation of a gravel parking area to the north of Main Road West to provide a safe area for parents to pick up or drop off their children.

There are no passenger rail or large bus commuter lines in Still Bay or Melkhoutfontein.

16. NON-MOTORISED TRANSPORT ASSESSMENT

Non-motorised transport (NMT) users have historically been neglected in transport planning assessments in South Africa with the main focus being placed on motor vehicles. However, there has been a recent emphasis on providing safe and accessible facilities for these more vulnerable road users, especially in the Western Cape. The WCG is encouraging the provision of these facilities in all towns, especially those with high tourist activity.

There is a very limited presence of pedestrian and cycling facilities in the study area. The only formal sidewalks are provided on each side of the bridge over the Goukou River (Main Road West) and is only one metre wide. No formal pedestrian facilities are provided in the Melkhoutfontein study area.

During a site visit, a relatively high volume of recreational cyclists and runners were observed along Main Road West in Still Bay West, and a high volume of pedestrians were present on the southern side of Suikerbos Road at the Melkhoutfontein housing development.

It is proposed that formal sidewalks should be constructed along both Suikerbos Road and Main Road West on at least one side of the road. It is also important to provide safe pedestrian movement to and from public transport facilities. Sidewalks should be at least two metres wide along road tangents and should be increased in width to 3 metres at intersections to accommodate cyclists that do not want to travel through the intersections. Formal crossings should be provided at all intersections and must comply to the requirements of universal access prescribed in SANS 10400 Part S and the SARTSM.

The proposed NMT facilities are shown in **Figure 7** and **Figure 16** in Annexure B.

17. PROPOSED IMPROVEMENTS - GEOMETRIC DESIGN

The concept geometric design of the proposed improvements to the study intersections are contained in Annexure B as follows below. A small snapshot of each figure is provided for context.

Figure 7 : Proposed public transport embayment and NMT facilities to be constructed by 2031.

Figure 8 : Upgrades to Intersection 1 and Intersection 2 to be completed by 2040.

Figure 12 : Upgrades to Intersection 4 to accommodate normal traffic, to be completed by 2040.

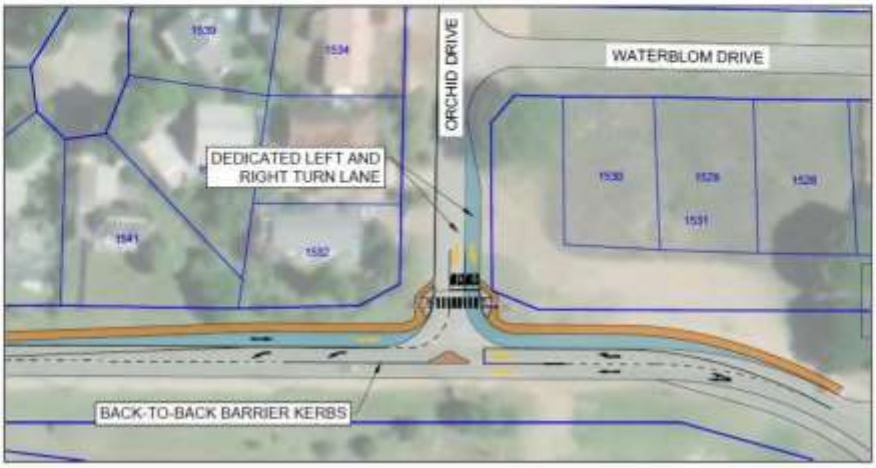


Figure 16 : Proposed upgrades to Still Bay West intersections to accommodate holiday traffic, to be constructed by 2031.

Figure 17 : Proposed upgrades to Still Bay West intersections to accommodate holiday traffic, to be constructed by 2040.

18. COST ESTIMATES

The table below lists the estimated construction costs for each proposed upgrade. Costs exclude land acquisition, professional fees, and VAT. Estimates should be updated at the time of implementation to reflect current market conditions.

Table 24. Cost estimates of different road upgrade proposals.

IMPROVEMENT	DESCRIPTION	ESTIMATED COST (excl. VAT)
MELKHOUTFONTEIN		
Intersection 1 upgrade 2031	Additional NMT facilities and crossings	R977 325.00
Public transport embayment 2031	New taxi and bus embayment, including Eskom access relocation	R336 517.50
Intersection 1 upgrade 2040	Additional turning lane on Suikerbos Road approach to R305	R791 586.00
Intersection 2 roundabout 2040	Single-lane roundabout, including amendments to NMT facilities	R1 473 540.00
Intersection 3 formalisation 2031	Formalisation of informal access road, including amendments to NMT facilities	R143 750.00
STILL BAY WEST		
Intersection 4 upgrade (2040)	Additional turning lanes and protected right-turn bay	R1 638 810.00
Intersection 4 left-in/left-out (holiday 2031)	Access management modification	R91 500.00
Intersection 5 roundabout (holiday 2031)	Upgrade intersection to single-lane roundabout, including parking area closure	R1 298 932.50
Public transport embayment (holiday 2031)	Construction of formal bus and taxi embayment	R440 287.50
NMT Facilities (holiday 2031)	Sidewalks (2m wide) and crossings along all road upgrades of Intersection 4 and Intersection 5	R1 703 827.50
Gravel parking area	Proposed gravel parking area and access from Waterblom Drive	R285 750.00
Intersection 4 left-in/left-out (holiday 2040)	Access management modification	R139 957.50
Intersection 5 roundabout (holiday 2040)	Upgrade single-lane roundabout to double-lane roundabout	R807 723.75
Main Road West dualling (holiday 2040)	Between MR333 and Orchid Drive, including bridge dualling	R26 940 045.00
Public transport embayment relocation (holiday 2040)	Relocation of taxi and bus embayment	R350 351.25
NMT Facilities (holiday 2040)	Sidewalks (2m wide) and crossings along all road upgrades of Intersection 4 and Intersection 5	R1 843 926.00

19. IMPLEMENTATION PLAN

To adequately prioritise the proposed upgrades with consideration to a limited municipal budget, the implementation plan in **Table 25** is recommended. Implementation timing should be reviewed periodically against actual traffic growth and development activity. Holiday-related upgrades should be prioritised if seasonal congestion worsens ahead of projections.

Table 25. Implementation plan for proposed upgrades.

IMPROVEMENT	PRIORITY	RATIONALE	ESTIMATED COST (excl. VAT)
PHASE 1 (SHORT TERM: 2026 – 2028)			
Public transport and NMT facilities in Melkhoutfontein	1	High pedestrian activity and safety improvement for vulnerable users	R1 313 842.50
Informal access road formalisation	2	Low cost, regularises existing access and improves safety	R143 750.00
Road marking and signage refurbishment	3	Low cost, immediate safety benefit	R50 000.00
PHASE 2 (MEDIUM TERM: 2029 – 2031)			
Intersection 5 single-lane roundabout	1	Required to accommodate 2031 holiday traffic demand	R1 298 932.50
Intersection 4 left-in/left-out	2	Dependent on Intersection 5 roundabout, manages holiday congestion	R91 500.00
Public transport embayment relocation on Main Road West	3	Addresses existing safety concern and supports NMT improvements	R440 287.50
Provision of NMT facilities along Main Road West	4	Improve safety for NMT users	R1 703 827.50
Formalise gravel parking area for public	5	Enhances pedestrian and cyclist safety	R285 750.00
PHASE 3 (LONG TERM: 2032 – 2040)			
Intersection 2 single-lane roundabout	1	Required by 2040 to maintain acceptable LOS	R1 473 540.00
Intersection 1 additional lane upgrade	2	Minor capacity improvement; can be deferred if traffic growth is slower than projected	R791 586.00
Main Road West dualling, Intersection 4 left-in/left-out and Intersection 5 dual-lane roundabout	3	Required by 2040 to accommodate holiday traffic, aligns with SDF planning. Only required if tourist volumes grow at the assumed rate.	R27 887 726.25
Public transport embayment relocation on Main Road West	3	Relocated to accommodate dualling of Main Road West	R350 351.25
Provision of NMT facilities along Main Road West	4	Amendments to NMT facilities to accommodate dualling of Main Road West	R1 843 926.00
Intersection 4 upgrade (additional lanes)	5	Can be deferred if Intersection 5 is upgraded to a single-lane roundabout and Intersection 4 is upgraded to a LILO configuration	R1 638 810.00

20. CONCLUSIONS

Neil Lyners and Associates (Pty) Ltd was appointed by Hessequa Municipality to undertake a Traffic Impact Assessment (TIA) for selected road sections and intersections within Melkhoutfontein and Still Bay West. The purpose of the assessment was to evaluate the adequacy of the existing transportation network, determine the impact of future growth and development on traffic operations, and identify any transportation improvements required to maintain acceptable levels of service and safety.

Traffic analyses were undertaken for five study intersections using SIDRA Intersection software. Existing traffic conditions were assessed together with future scenarios representing the years 2031 and 2040. Due to the significant seasonal variation in traffic demand experienced in Still Bay West, additional analyses were undertaken for holiday traffic conditions.

The assessment found that all five study intersections currently operate under capacity and at acceptable levels of service during normal operating conditions. Future traffic growth associated with residential development in Melkhoutfontein and continued growth within the broader Still Bay area will result in increased

traffic demand across the study network. However, the majority of the study intersections are expected to continue operating satisfactorily under normal weekday traffic conditions throughout the assessment horizon.

The most significant operational constraint identified in Melkhoutfontein is the intersection of Suikerbos Road and the Heuningkloof Access Road. Without intervention, this intersection is expected to operate over capacity by the year 2040, resulting in unacceptable delays and queuing. The proposed conversion of the intersection to a single-lane roundabout was found to restore acceptable operating conditions and provide sufficient reserve capacity for future growth.

Within Still Bay West, weekday traffic operations are expected to remain acceptable throughout the assessment period. The analyses indicate, however, that holiday traffic conditions will place considerable pressure on the intersections of Main Road West with Orchid Drive and Waterblom Drive. Significant congestion and delays are expected to occur during peak holiday periods if no improvements are implemented. The proposed access management measures at Orchid Drive, together with the conversion of the Waterblom Drive intersection to a roundabout and the future dualling of Main Road West, were found to effectively accommodate the projected holiday traffic demand.

The road safety assessment identified no critical deficiencies requiring immediate intervention. Nevertheless, opportunities were identified to improve pedestrian safety, public transport facilities, roadside safety and non-motorised transport infrastructure throughout the study area. The provision of formal public transport facilities, pedestrian crossings and improved NMT infrastructure will contribute positively to the overall safety and accessibility of the road network.

Based on the findings of this assessment, it is concluded that the existing transportation network is capable of accommodating current traffic demand and that the proposed phased programme of transportation improvements will provide sufficient capacity, safety and operational performance to support future growth within Melkhoutfontein and Still Bay West.

21. RECOMMENDATIONS

Based on the findings of this report, the following recommendations are made:

1. The proposed public transport embayment and associated non-motorised transport facilities on Suikerbos Road should be implemented as a priority project to improve safety and accessibility for public transport users, pedestrians and cyclists.

2. The informal access road connecting Suikerbos Road to the Melkhoutfontein housing development should be formalised and registered as an approved public access road in order to improve accessibility and network resilience.

3. The intersection of Suikerbos Road and the Heuningkloof Access Road should be upgraded to a single-lane roundabout by the year 2040 to accommodate future traffic growth associated with approved development.

4. The proposed additional turning lane improvements at the intersection of the R305 and Suikerbos Road should be implemented by 2040 should future traffic growth occur in accordance with the projections contained in this report.

5. The existing public transport embayment on Main Road West should be relocated and formalised in accordance with the concept design contained in Annexure B, together with the proposed public parking area.

6. Formal pedestrian and non-motorised transport facilities should be provided along Main Road West and Suikerbos Road, including pedestrian crossings at major intersections and public transport facilities.

7. The intersection of Main Road West and Waterblom Drive should be upgraded to a single-lane roundabout by 2031 to accommodate projected holiday traffic demand.

8. During peak holiday periods, the intersection of Main Road West and Orchid Drive should be operated as a left-in/left-out access point in conjunction with the Waterblom Drive roundabout in order to improve traffic operations and safety.

9. Long-term planning should continue for the future dualling of Main Road West and the conversion of the Waterblom Drive roundabout to a dual-lane roundabout in support of the Municipality's long-term transport and tourism growth objectives.

10. Existing vegetation within road reserves and intersection sight triangles should be regularly maintained to ensure compliance with the sight distance requirements of the Western Cape Government Access Management Guidelines.

Prepared by Alicia du Toit PrEng MEng

PROFESSIONAL ENGINEER
ALICIA DU TOIT
ECSA

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Annexure A

PHOTOGRAPHIC RECORD OF EXISTING TRANSPORT FACILITIES

ANNEXURE A: PHOTOGRAPHIC RECORD OF EXISTING TRANSPORT FACILITIES

1. Intersection 1: R305 and Suikerbos Road

1a) Facing north along R305

1b) Facing south along R305

1c) Facing east along Suikerbos Road

2. Intersection 2: Suikerbos Road and Heuningkloof Access Road

2a) Facing east along Suikerbos Road

2b) Facing west along Suikerbos Road

2c) Facing north along Heuningkloof Access

2c) Facing south along Housing Access

3. **Intersection 3: Suikerbos Road and Informal Access Road**

3a) Facing east along Suikerbos Road

3b) Facing wesst along Suikerbos Road

3c) Facing south along Informal Access

4. Intersection 4: Main Road West and Orchid Drive

4a) Facing south along Main Road West

4b) Facing north along Main Road West

4c) Facing west along Orchid Drive

5. **Intersection 5: Main Road West and Waterblom Drive**

5a) Facing south along Main Road West

5b) Facing east along Main Road West

5c) Facing south along Waterblom Drive

Annexure B

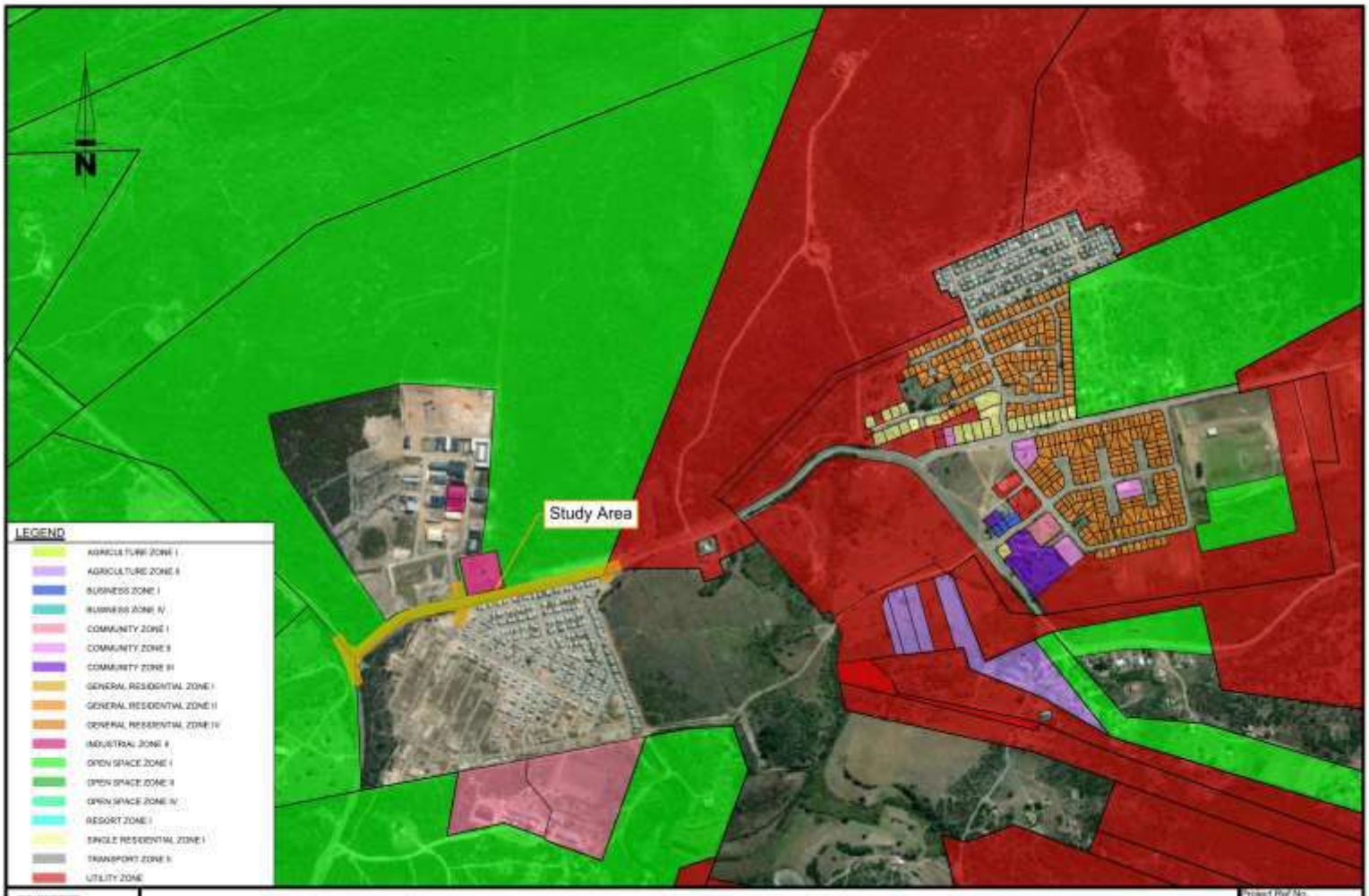
FIGURES

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	Locality Plan - Melkhoutfontein	Fig. 1a / Rev. 01

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	Locality Plan - Still Bay West	Fig. 1b / Rev. 01

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Study Intersections - Melkhoutfontein	Fig. 2a	Rev. 01

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	Study Intersections - Still Bay West	Fig. 2b / Rev. 01



LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Zoning Plan - Melkhoutfontein	Fig. 3a	Rev. 01

LYNERS

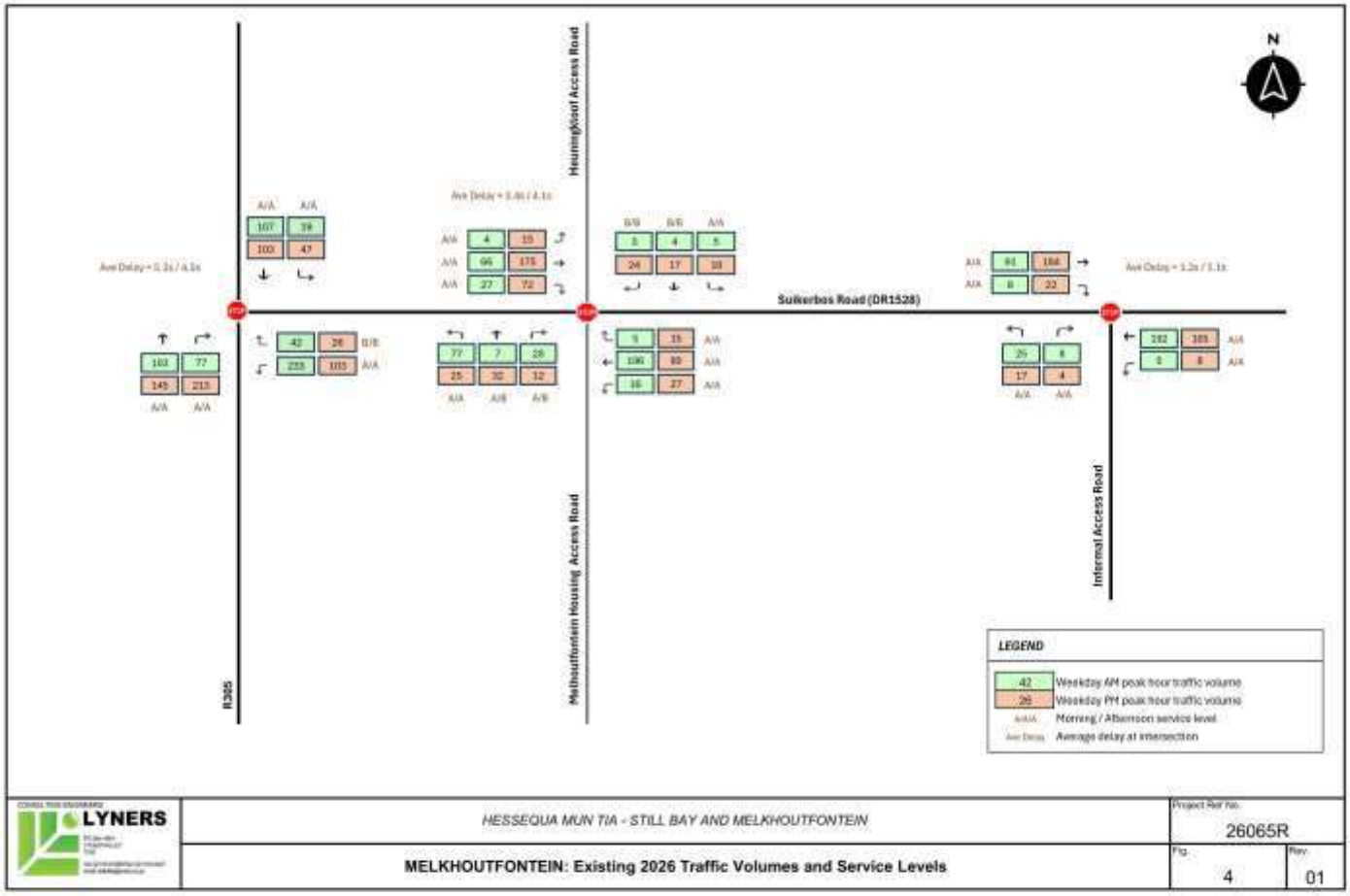
HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN

Project Ref No: 26065R

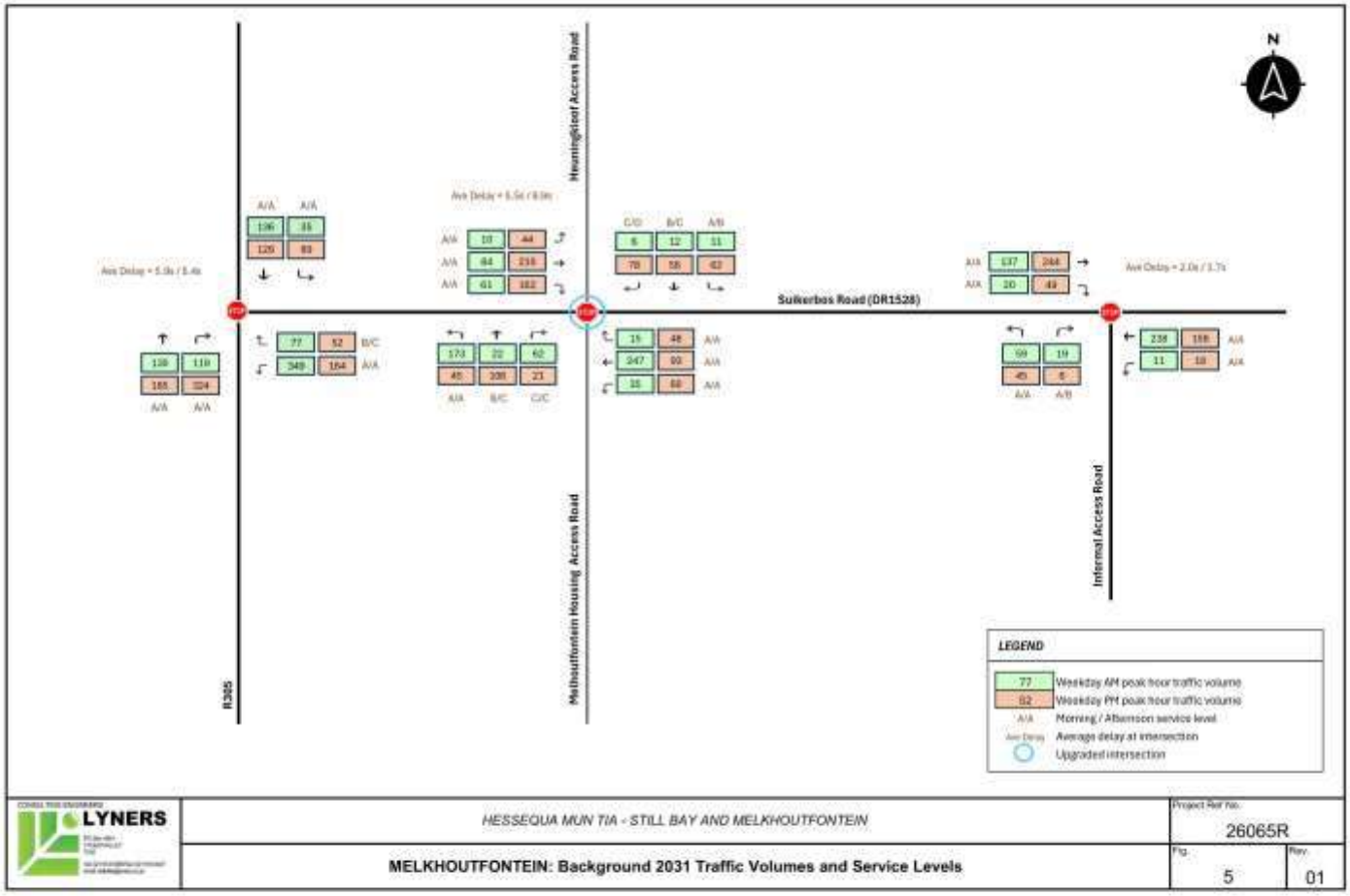
Zoning Plan - Still Bay West

Fig: 3b

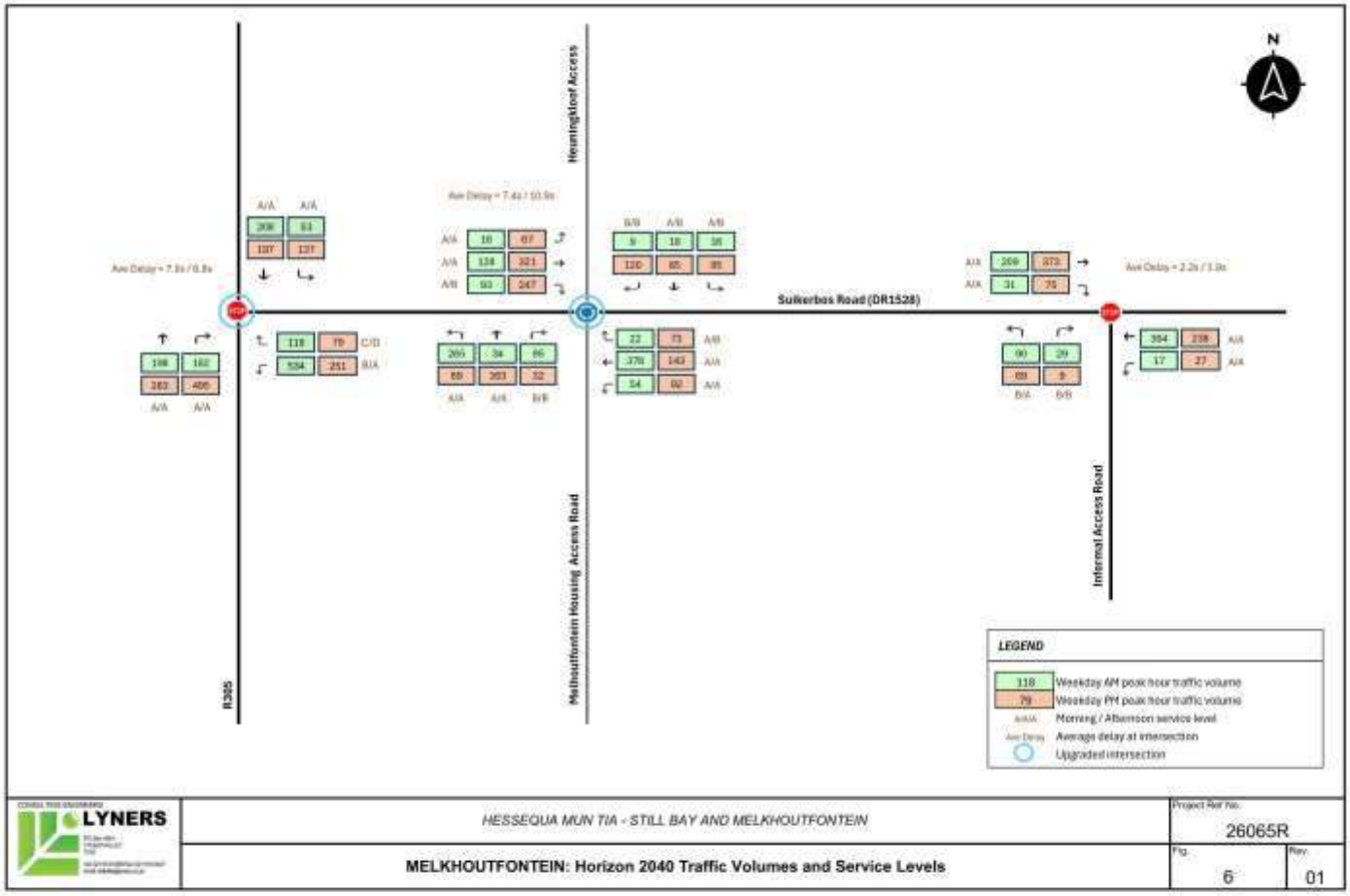
Rev: 01



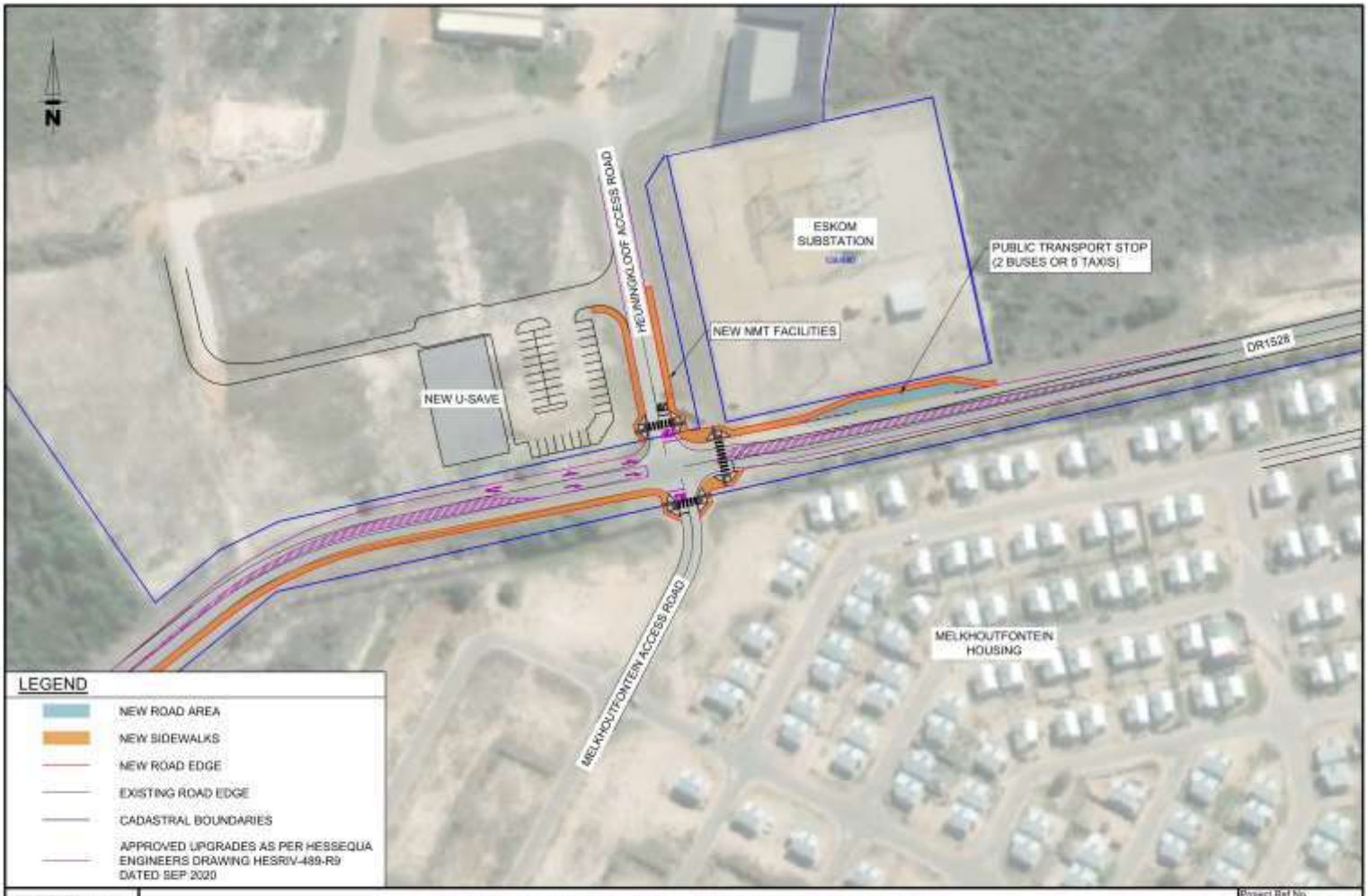
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	MELKHOUTFONTEIN: Existing 2026 Traffic Volumes and Service Levels	Fig. 4 / Rev. 01



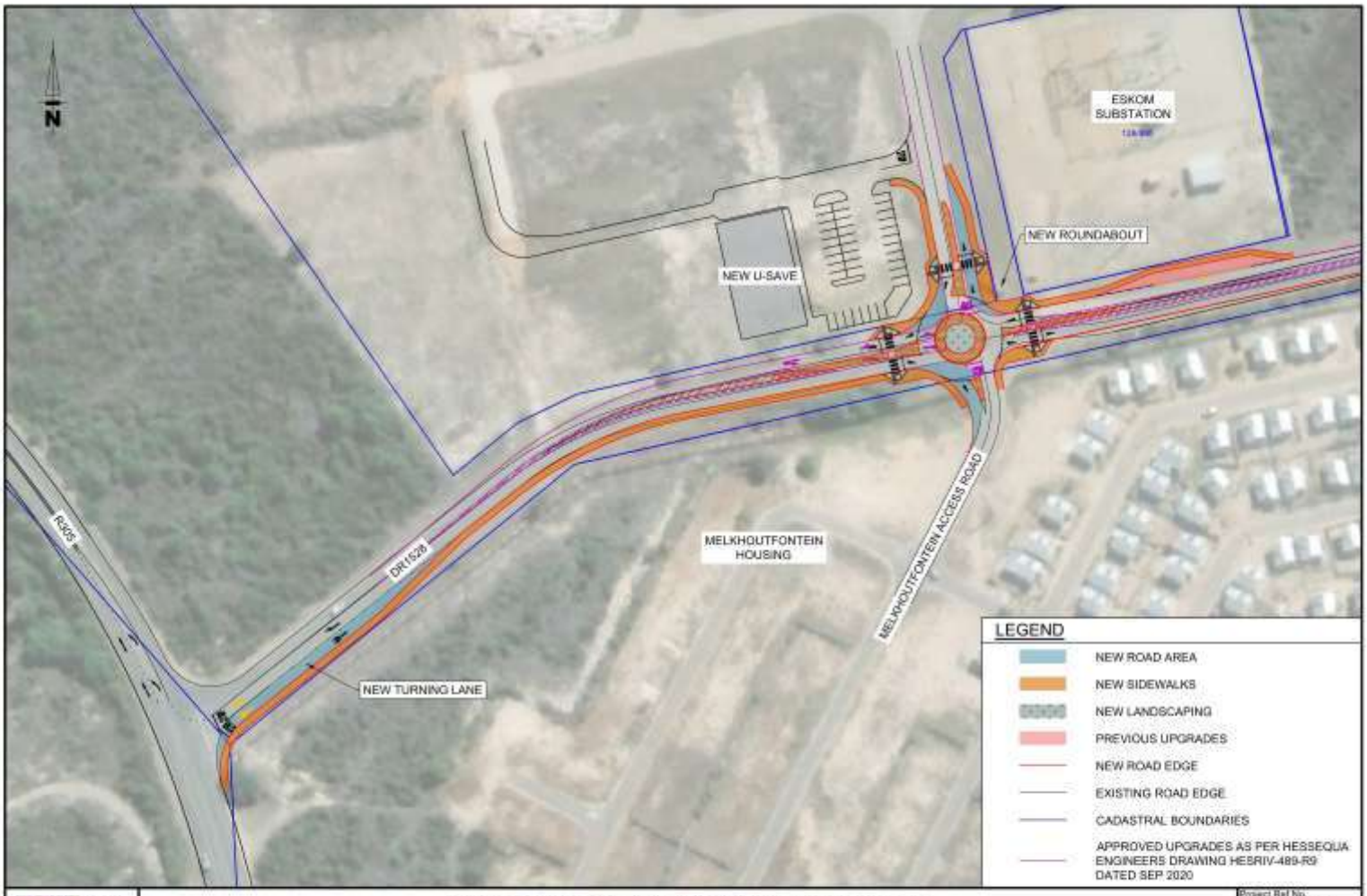
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	MELKHOUTFONTEIN: Background 2031 Traffic Volumes and Service Levels	Fig. 5 / Rev. 01



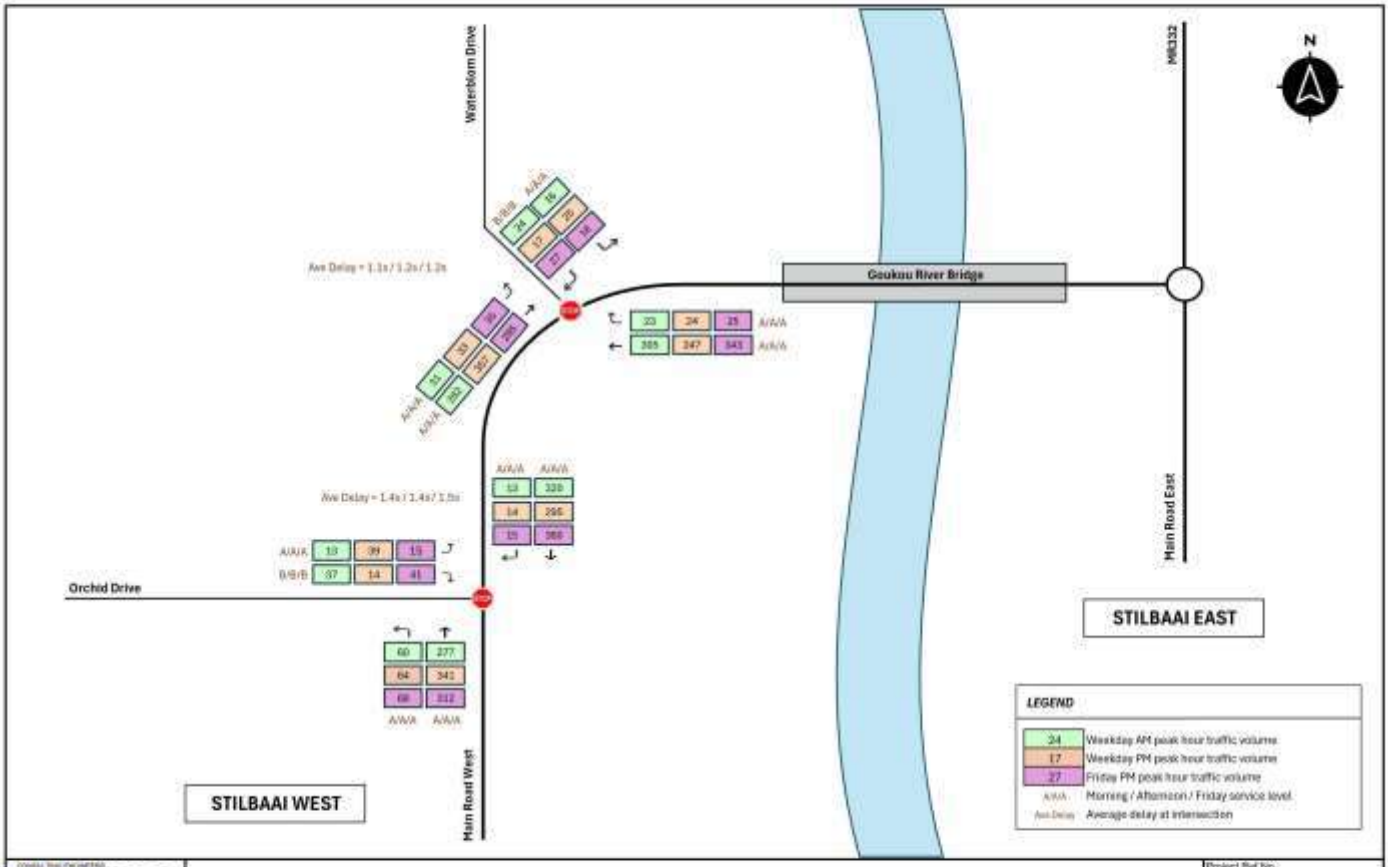
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	MELKHOUTFONTEIN: Horizon 2040 Traffic Volumes and Service Levels	Fig. 6 / Rev. 01



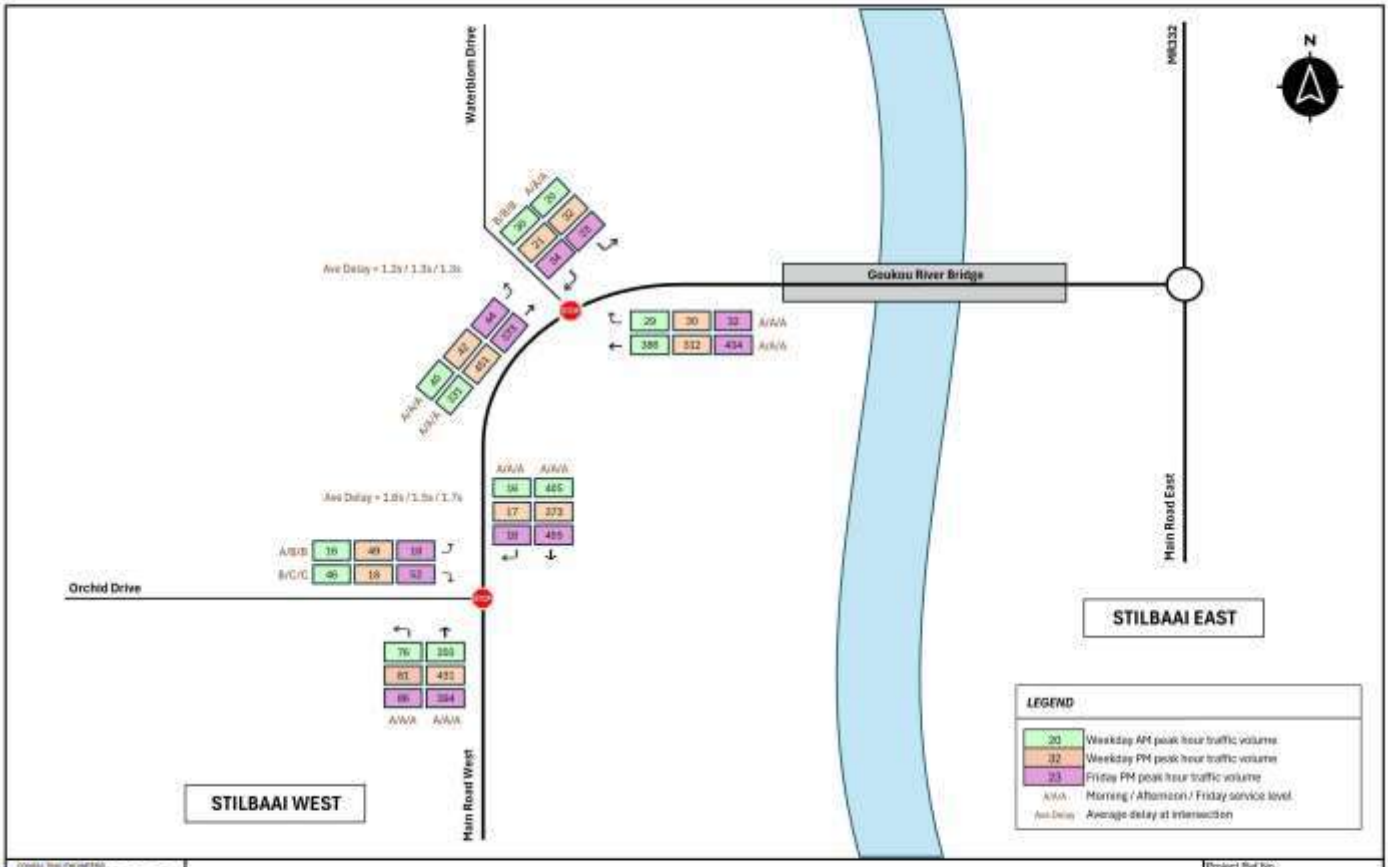
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Melkhoutfontein - Proposed Upgrades 2031	Fig. 7	Rev. 01



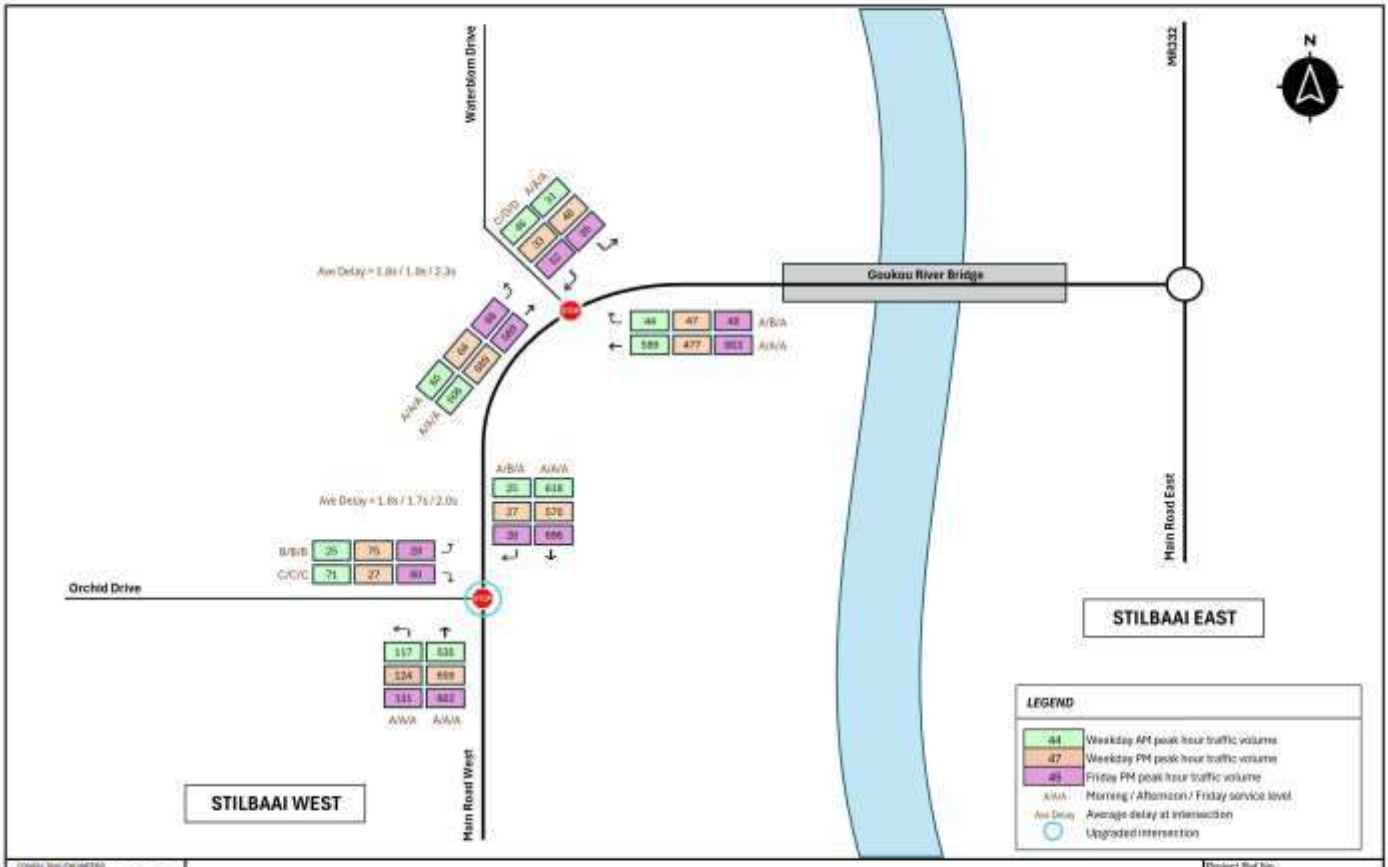
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Melkhoutfontein - Proposed Upgrades 2040	Fig. 8	Rev. 01



LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST: Existing 2026 Traffic Volumes and Service Levels	Fig. 9 / Rev. 01

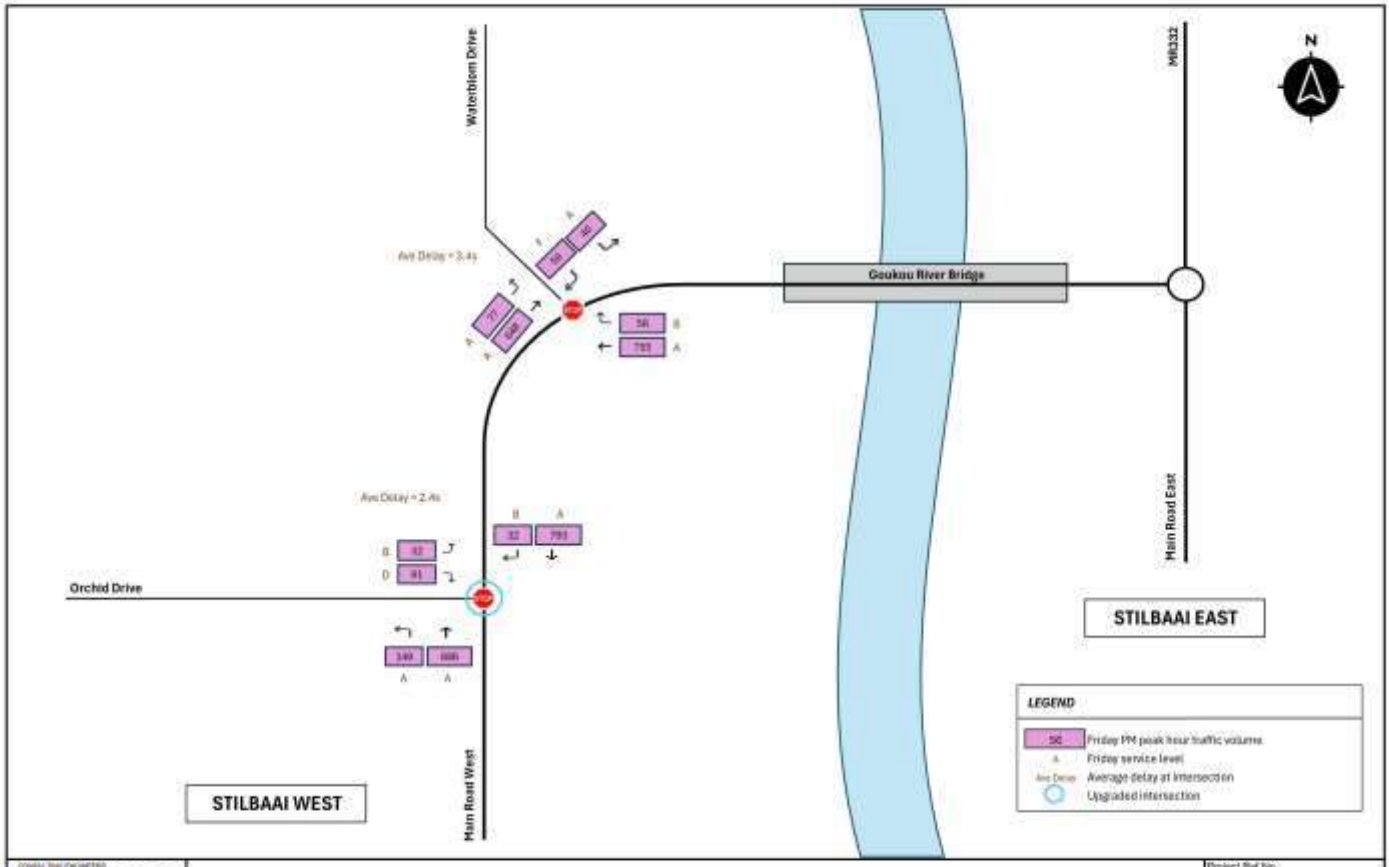


LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST: Background 2031 Traffic Volumes and Service Levels	Fig. 10 / Rev. 01

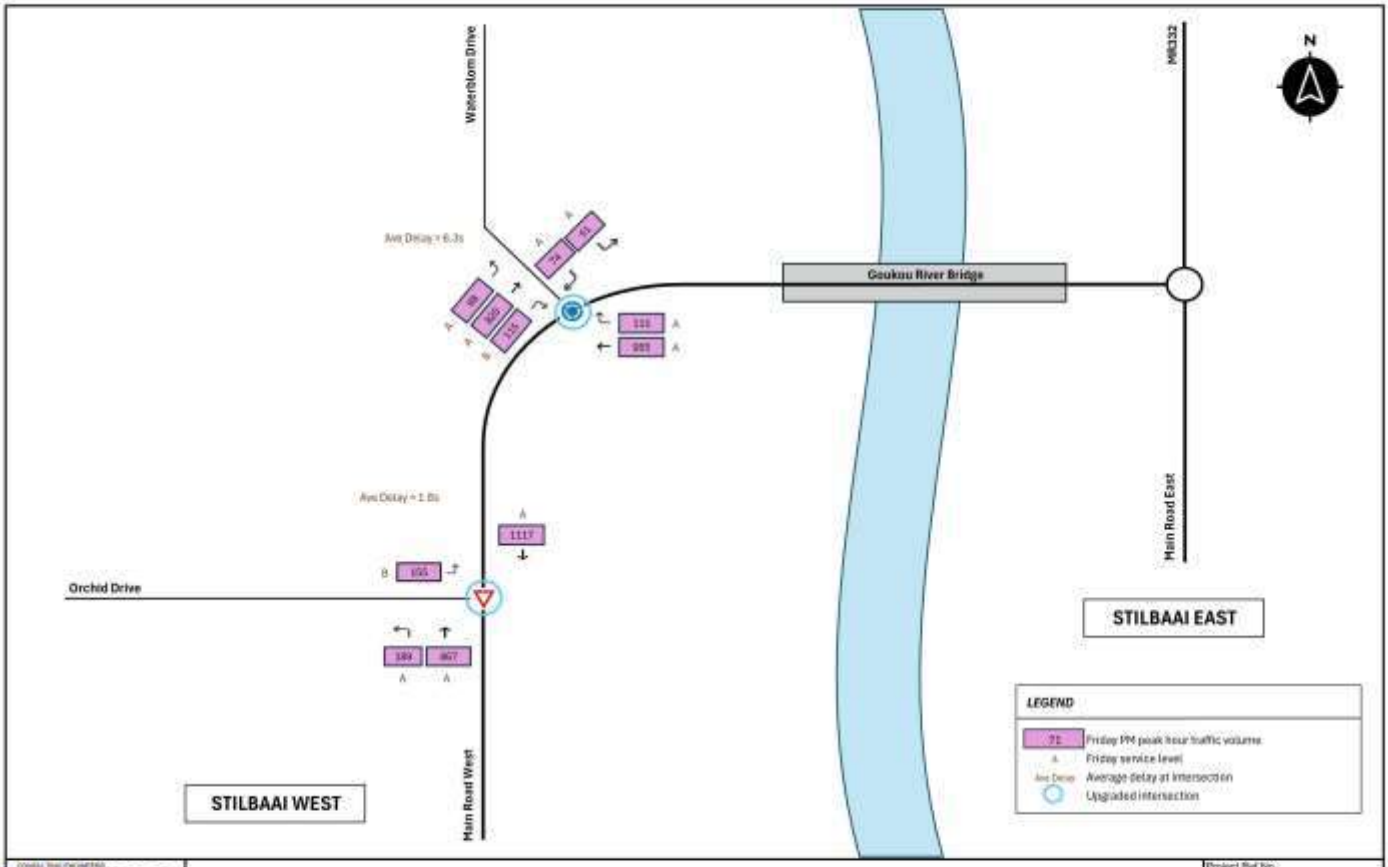


LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST: Horizon 2040 Traffic Volumes and Service Levels	Fig. 11 / Rev. 01

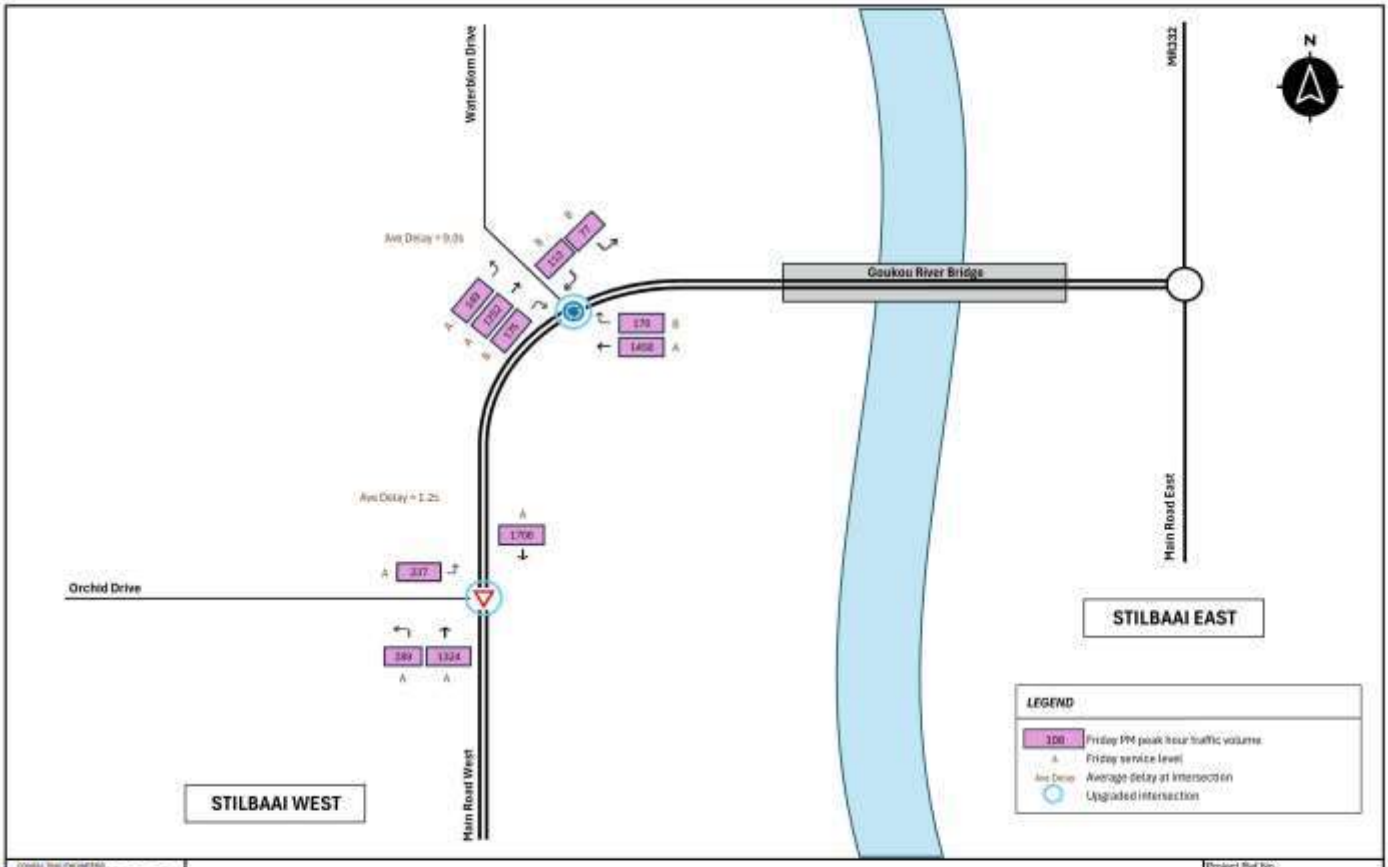
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	Still Bay West - Proposed Upgrades 2040	Fig. 12 / Rev. 01



LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST HOLIDAY: Existing 2026 Holiday Traffic Volumes and Service Levels	Fig. 13 / Rev. 01



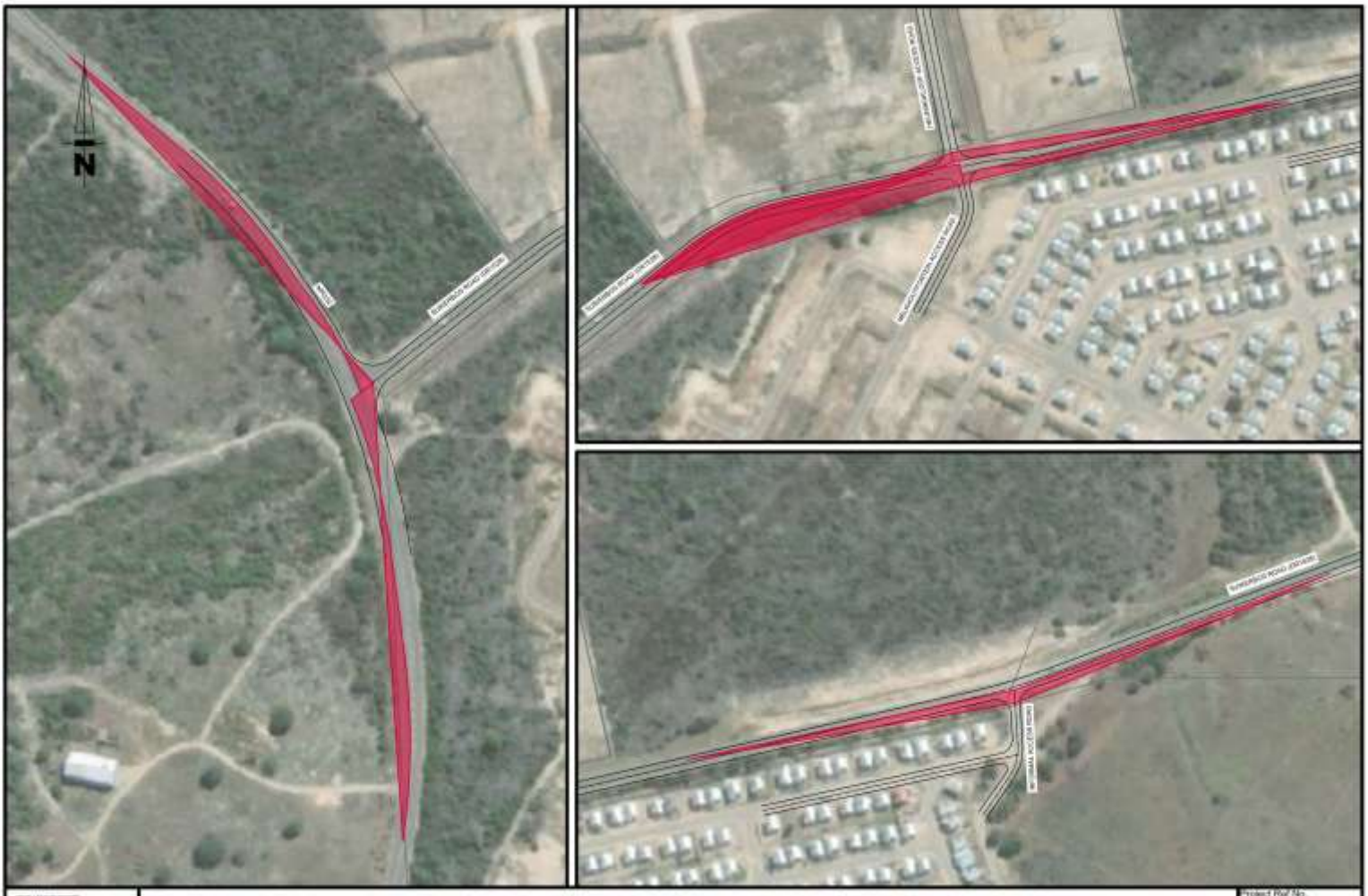
LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST HOLIDAY: Background 2031 Holiday Traffic Volumes and Service Levels	Fig. 14 / Rev. 01



LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	STILL BAY WEST HOLIDAY: Horizon 2040 Holiday Traffic Volumes and Service Levels	Fig. 15 / Rev. 01

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Still Bay West Holiday - Proposed Upgrades 2031	Fig 16	Rev 01

LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Still Bay West Holiday - Proposed Upgrades 2040	Fig. 17	Rev. 01

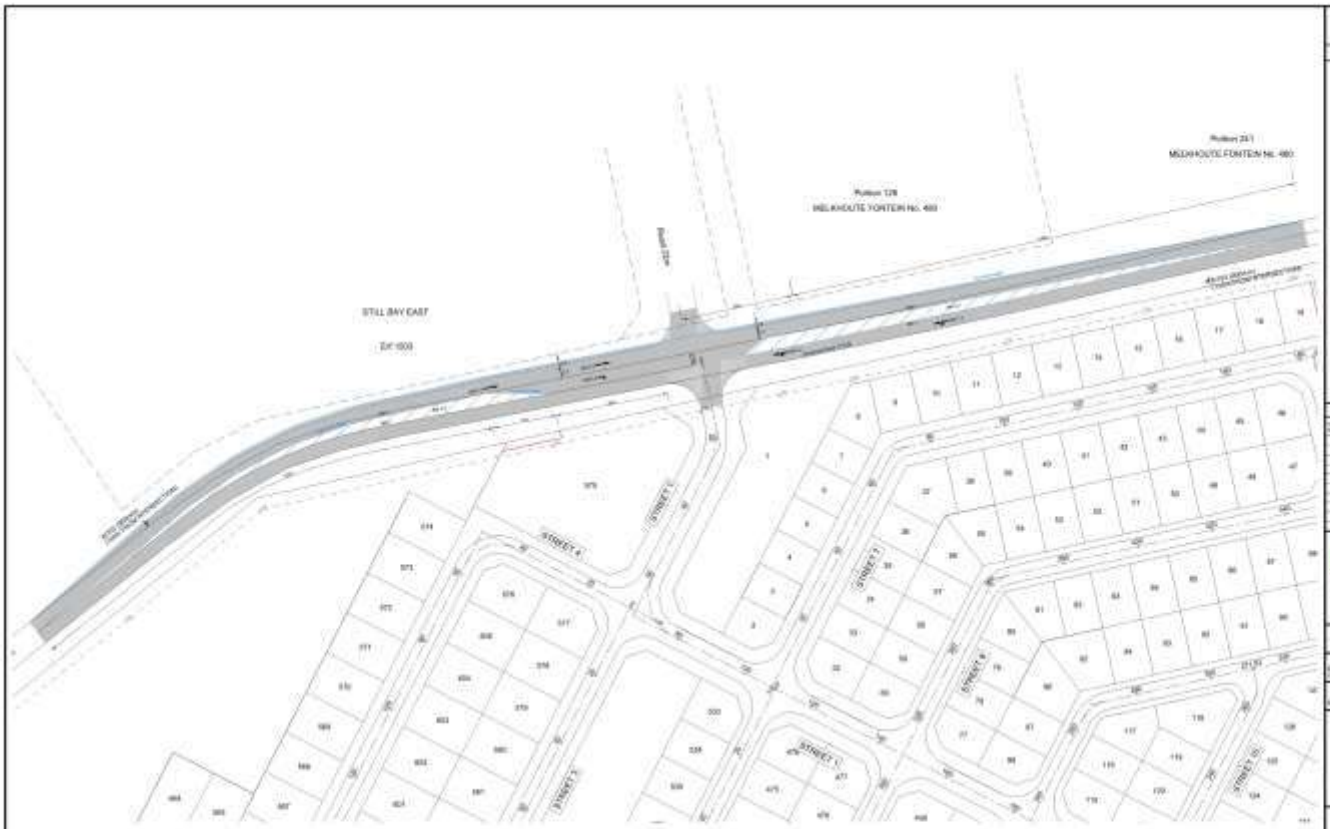


LYNERS	HESSEQUA MUN TIA - STILL BAY AND MELKHOUTFONTEIN	Project Ref No. 26065R
	Intersection Sight Distances - Melkhoutfontein	Fig. 18a / Rev. 01

LYNERS	HESSEQUA MUN TIA - STILLBAY AND MELKHOUTFONTEIN	Project Ref No. 26065R	
	Intersection Sight Distances - Stillbay West	Fig. 18b	Rev. 01

Annexure C

SUIKERBOS ROAD UPGRADE DRAWING



Drawing Revisions

No.	Date	Description	Rev. No.	Drawing Revision

HESEQUA

Drawn	Checked	Supervised
AB	MB	

Professional Engineer / Consulting Engineer

Signature Date

Client

ASLA

PO Box 115
GORDONS BAY
7151

Project Name

CIVIL ENGINEERING SERVICES FOR MELKHOUTFONTEIN LOW COST HOUSING

Drawing description/Drawing number

PROPOSED ROAD WIDENING

Scale	Date
1:500	SEPTEMBER 2020

Drawing number/Drawing number

HESRIV-489-R10

Annexure D

SIDRA TRAFFIC ANALYSIS RESULTS

Study Intersection 1: R305 and Suikerbos Road (Melkhoutfontein)

Scenario 1: Existing 2026 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.057	Under Capacity
	Right	A	6.0	0.052	Under Capacity
East: Suikerbos Road	Left	A	8.8	0.196	Under Capacity
	Right	B	10.5	0.063	Under Capacity
North: R305	Left	A	5.6	0.070	Under Capacity
	Through	A	0.0	0.070	Under Capacity
	Intersection	**N/A**	**5.3**	**0.196**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.083	Under Capacity
	Right	A	6.3	0.153	Under Capacity
East: Suikerbos Road	Left	A	8.9	0.089	Under Capacity
	Right	B	13.4	0.056	Under Capacity
North: R305	Left	A	5.7	0.087	Under Capacity
	Through	A	0.0	0.087	Under Capacity
	Intersection	**N/A**	**4.5**	**0.153**	**Under Capacity**

Scenario 2: Background 2031 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.072	Under Capacity
	Right	A	6.2	0.085	Under Capacity
East: Suikerbos Road	Left	A	9.0	0.303	Under Capacity
	Right	B	11.9	0.135	Under Capacity
North: R305	Left	A	5.6	0.096	Under Capacity
	Through	A	0.0	0.096	Under Capacity
	Intersection	**N/A**	**5.9**	**0.303**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.106	Under Capacity
	Right	A	6.7	0.252	Under Capacity
East: Suikerbos Road	Left	A	9.1	0.146	Under Capacity
	Right	C	18.0	0.164	Under Capacity
North: R305	Left	A	5.7	0.128	Under Capacity
	Through	A	0.0	0.128	Under Capacity
	Intersection	**N/A**	**5.4**	**0.252**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.110	Under Capacity
	Right	A	6.7	0.143	Under Capacity
East: Suikerbos Road	Left	B	11.2	0.561	Under Capacity
	Right	C	16.7	0.293	Under Capacity
North: R305	Left	A	5.6	0.146	Under Capacity
	Through	A	0.0	0.146	Under Capacity
	Intersection	**N/A**	**7.3**	**0.561**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.157	Under Capacity
	Right	A	8.0	0.425	Under Capacity
East: Suikerbos Road	Left	A	9.3	0.234	Under Capacity
	Right	E	35.4	0.467	Under Capacity
North: R305	Left	A	5.6	0.189	Under Capacity
	Through	A	0.1	0.189	Under Capacity
	Intersection	**N/A**	**6.8**	**0.467**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic – Proposed Upgrades

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.110	Under Capacity
	Right	A	6.7	0.143	Under Capacity
East: Suikerbos Road	Left	B	10.5	0.504	Under Capacity
	Right	C	16.5	0.293	Under Capacity
North: R305	Left	A	5.6	0.146	Under Capacity
	Through	A	0.0	0.146	Under Capacity
	Intersection	**N/A**	**7.0**	**0.504**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: R305	Through	A	0.0	0.157	Under Capacity
	Right	A	8.0	0.425	Under Capacity
East: Suikerbos Road	Left	A	9.6	0.351	Under Capacity
	Right	D	33.5	0.351	Under Capacity
North: R305	Left	A	5.6	0.189	Under Capacity
	Through	A	0.1	0.189	Under Capacity
	Intersection	**N/A**	**6.8**	**0.425**	**Under Capacity**

Study Intersection 2: Suikerbos Road and Heuningkloof Access (Melkhoutfontein)

Scenario 1: Existing 2026 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	8.9	0.120	Under Capacity
	Through	A	9.6	0.120	Under Capacity
	Right	A	9.8	0.120	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.121	Under Capacity
	Through	A	0.0	0.121	Under Capacity
	Right	A	5.6	0.121	Under Capacity
North: Heuningkloof Access Road	Left	A	8.7	0.015	Under Capacity
	Through	B	10.1	0.015	Under Capacity
	Right	B	10.9	0.015	Under Capacity
West: Suikerbos Road	Left	A	6.3	0.059	Under Capacity
	Through	A	0.3	0.059	Under Capacity
	Right	A	6.2	0.059	Under Capacity
	Intersection	**N/A**	**3.4**	**0.121**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	8.3	0.084	Under Capacity
	Through	B	10.0	0.084	Under Capacity
	Right	B	10.5	0.084	Under Capacity
East: Suikerbos Road	Left	A	5.9	0.071	Under Capacity
	Through	A	0.2	0.071	Under Capacity
	Right	A	6.3	0.071	Under Capacity
North: Heuningkloof Access Road	Left	A	9.3	0.088	Under Capacity
	Through	B	10.9	0.088	Under Capacity
	Right	B	11.6	0.088	Under Capacity
West: Suikerbos Road	Left	A	6.0	0.153	Under Capacity
	Through	A	0.2	0.153	Under Capacity
	Right	A	5.8	0.153	Under Capacity
	Intersection	**N/A**	**4.1**	**0.153**	**Under Capacity**

Scenario 2: Background 2031 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	9.8	0.342	Under Capacity
	Through	B	13.5	0.342	Under Capacity
	Right	C	15.0	0.342	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.168	Under Capacity
	Through	A	0.0	0.168	Under Capacity
	Right	A	5.9	0.168	Under Capacity
North: Heuningkloof Access Road	Left	A	8.8	0.054	Under Capacity
	Through	B	13.2	0.054	Under Capacity
	Right	C	18.0	0.054	Under Capacity
	Left	A	5.7	0.053	Under Capacity

Approach	Movement	LOS	Ave Delay	v/c	Status
West: Suikerbos Road	Through	A	0.0	0.053	Under Capacity
	Right	A	6.4	0.047	Under Capacity
	Intersection	**N/A**	**5.5**	**0.342**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	9.2	0.342	Under Capacity
	Through	C	16.6	0.342	Under Capacity
	Right	C	20.5	0.342	Under Capacity
East: Suikerbos Road	Left	A	6.2	0.126	Under Capacity
	Through	A	0.6	0.126	Under Capacity
	Right	A	6.7	0.126	Under Capacity
North: Heuningkloof Access Road	Left	B	12.9	0.509	Under Capacity
	Through	C	21.4	0.509	Under Capacity
	Right	D	27.5	0.509	Under Capacity
West: Suikerbos Road	Left	A	5.7	0.143	Under Capacity
	Through	A	0.0	0.143	Under Capacity
	Right	A	6.0	0.109	Under Capacity
	Intersection	**N/A**	**8.9**	**0.509**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	C	16.5	0.725	Under Capacity
	Through	D	26.6	0.725	Under Capacity
	Right	D	30.8	0.725	Under Capacity
East: Suikerbos Road	Left	A	5.8	0.257	Under Capacity
	Through	A	0.1	0.257	Under Capacity
	Right	A	6.3	0.257	Under Capacity
North: Heuningkloof Access Road	Left	A	9.0	0.137	Under Capacity
	Through	C	19.2	0.137	Under Capacity
	Right	D	33.5	0.137	Under Capacity
West: Suikerbos Road	Left	A	5.7	0.081	Under Capacity
	Through	A	0.0	0.081	Under Capacity
	Right	A	7.3	0.087	Under Capacity
	Intersection	**N/A**	**9.1**	**0.725**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	D	34.8	0.911	Near Capacity
	Through	F	56.0	0.911	Near Capacity
	Right	F	70.0	0.911	Near Capacity
East: Suikerbos Road	Left	A	6.8	0.204	Under Capacity
	Through	A	1.1	0.204	Under Capacity
	Right	A	7.7	0.204	Under Capacity
North: Heuningkloof Access Road	Left	F	302.1	1.633	Over Capacity
	Through	F	323.1	1.633	Over Capacity

Approach	Movement	LOS	Ave Delay	v/c	Status
	Right	F	343.9	1.633	Over Capacity
West: Suikerbos Road	Left	A	5.7	0.218	Under Capacity
	Through	A	0.1	0.218	Under Capacity
	Right	A	6.4	0.182	Under Capacity
	Intersection	**N/A**	**76.0**	**1.633**	**Over Capacity**

Scenario 3: Horizon 2040 Traffic – Proposed Upgrades

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	8.8	0.500	Under Capacity
	Through	A	9.0	0.500	Under Capacity
	Right	B	13.0	0.500	Under Capacity
East: Suikerbos Road	Left	A	5.1	0.400	Under Capacity
	Through	A	5.4	0.400	Under Capacity
	Right	A	9.5	0.400	Under Capacity
North: Heuningkloof Access Road	Left	A	6.5	0.052	Under Capacity
	Through	A	6.7	0.052	Under Capacity
	Right	B	10.7	0.052	Under Capacity
West: Suikerbos Road	Left	A	5.5	0.230	Under Capacity
	Through	A	5.5	0.230	Under Capacity
	Right	A	9.4	0.230	Under Capacity
	Intersection	**A**	**7.4**	**0.500**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Melkhoutfontein Access Road	Left	A	7.0	0.314	Under Capacity
	Through	A	7.2	0.314	Under Capacity
	Right	B	11.2	0.314	Under Capacity
East: Suikerbos Road	Left	A	8.3	0.421	Under Capacity
	Through	A	8.7	0.421	Under Capacity
	Right	B	13.0	0.421	Under Capacity
North: Heuningkloof Access Road	Left	B	13.5	0.545	Under Capacity
	Through	B	13.7	0.545	Under Capacity
	Right	B	17.7	0.545	Under Capacity
West: Suikerbos Road	Left	A	9.3	0.677	Under Capacity
	Through	A	9.2	0.677	Under Capacity
	Right	B	13.0	0.677	Under Capacity
	Intersection	**B**	**10.9**	**0.677**	**Under Capacity**

Study Intersection 3: Suikerbos Road and Informal Access (Melkhoutfontein)

Scenario 1: Existing 2026 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	A	8.8	0.032	Under Capacity
	Right	A	9.0	0.032	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.109	Under Capacity
	Through	A	0.0	0.109	Under Capacity
West: Suikerbos Road	Through	A	0.1	0.056	Under Capacity
	Right	A	6.1	0.056	Under Capacity
	Intersection	**N/A**	**1.2**	**0.109**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	A	8.4	0.019	Under Capacity
	Right	A	9.1	0.019	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.063	Under Capacity
	Through	A	0.0	0.063	Under Capacity
West: Suikerbos Road	Through	A	0.1	0.117	Under Capacity
	Right	A	5.8	0.117	Under Capacity
	Intersection	**N/A**	**1.1**	**0.117**	**Under Capacity**

Scenario 2: Background 2031 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	A	9.1	0.083	Under Capacity
	Right	A	9.8	0.083	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.138	Under Capacity
	Through	A	0.0	0.138	Under Capacity
West: Suikerbos Road	Through	A	0.2	0.091	Under Capacity
	Right	A	6.4	0.091	Under Capacity
	Intersection	**N/A**	**2.0**	**0.138**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	A	8.7	0.048	Under Capacity
	Right	B	10.2	0.048	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.097	Under Capacity
	Through	A	0.0	0.097	Under Capacity
West: Suikerbos Road	Through	A	0.2	0.170	Under Capacity
	Right	A	6.1	0.170	Under Capacity
	Intersection	**N/A**	**1.7**	**0.170**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	B	10.0	0.155	Under Capacity
	Right	B	12.1	0.155	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.211	Under Capacity
	Through	A	0.1	0.211	Under Capacity
West: Suikerbos Road	Through	A	0.3	0.143	Under Capacity
	Right	A	7.1	0.143	Under Capacity
	Intersection	**N/A**	**2.2**	**0.211**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Informal Access	Left	A	9.1	0.085	Under Capacity
	Right	B	13.0	0.085	Under Capacity
East: Suikerbos Road	Left	A	5.6	0.147	Under Capacity
	Through	A	0.0	0.147	Under Capacity
West: Suikerbos Road	Through	A	0.3	0.265	Under Capacity
	Right	A	6.6	0.265	Under Capacity
	Intersection	**N/A**	**1.9**	**0.265**	**Under Capacity**

Study Intersection 4: Main Road West and Orchid Drive (Stillbay West)

Scenario 1: Existing 2026 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.1	0.187	Under Capacity
	Right	A	6.7	0.187	Under Capacity
North: Waterblom Drive	Left	A	5.6	0.044	Under Capacity
	Right	B	11.5	0.044	Under Capacity
West: Main Road West	Left	A	5.6	0.136	Under Capacity
	Through	A	0.0	0.136	Under Capacity
	Intersection	**N/A**	**1.1**	**0.187**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.2	0.157	Under Capacity
	Right	A	7.2	0.157	Under Capacity
North: Waterblom Drive	Left	A	7.2	0.044	Under Capacity
	Right	B	11.9	0.044	Under Capacity
West: Main Road West	Left	A	5.6	0.214	Under Capacity
	Through	A	0.1	0.214	Under Capacity
	Intersection	**N/A**	**1.2**	**0.214**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.2	0.207	Under Capacity
	Right	A	6.9	0.207	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.010	Under Capacity
	Right	B	12.2	0.055	Under Capacity
West: Main Road West	Left	A	5.6	0.180	Under Capacity
	Through	A	0.0	0.180	Under Capacity
	Intersection	**N/A**	**1.2**	**0.207**	**Under Capacity**

Scenario 2: Background 2031 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.2	0.239	Under Capacity
	Right	A	7.2	0.239	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.011	Under Capacity
	Right	B	13.5	0.071	Under Capacity
West: Main Road West	Left	A	5.6	0.206	Under Capacity
	Through	A	0.1	0.206	Under Capacity
	Intersection	**N/A**	**1.2**	**0.239**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.4	0.201	Under Capacity
	Right	A	7.9	0.201	Under Capacity
North: Waterblom Drive	Left	A	7.0	0.064	Under Capacity
	Right	B	14.2	0.064	Under Capacity
West: Main Road West	Left	A	5.6	0.271	Under Capacity
	Through	A	0.1	0.271	Under Capacity
	Intersection	**N/A**	**1.3**	**0.271**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.2	0.265	Under Capacity
	Right	A	7.5	0.265	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.013	Under Capacity
	Right	B	14.8	0.092	Under Capacity
West: Main Road West	Left	A	5.6	0.227	Under Capacity
	Through	A	0.1	0.227	Under Capacity
	Intersection	**N/A**	**1.3**	**0.265**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.5	0.376	Under Capacity
	Right	A	9.0	0.376	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.017	Under Capacity
	Right	C	24.0	0.226	Under Capacity
West: Main Road West	Left	A	5.6	0.314	Under Capacity
	Through	A	0.1	0.314	Under Capacity
	Intersection	**N/A**	**1.8**	**0.376**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	1.0	0.333	Under Capacity
	Right	B	10.7	0.333	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.027	Under Capacity
	Right	D	26.6	0.191	Under Capacity
West: Main Road West	Left	A	5.7	0.413	Under Capacity
	Through	A	0.1	0.413	Under Capacity
	Intersection	**N/A**	**1.9**	**0.413**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road West	Through	A	0.8	0.421	Under Capacity
	Right	A	9.8	0.421	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.020	Under Capacity
	Right	D	31.8	0.335	Under Capacity
West: Main Road West	Left	A	5.6	0.347	Under Capacity
	Through	A	0.1	0.347	Under Capacity
	Intersection	**N/A**	**2.3**	**0.421**	**Under Capacity**

Scenario 4a: Existing 2026 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road	Through	A	1.3	0.491	Under Capacity
	Right	B	11.3	0.491	Under Capacity
North: Waterblom Drive	Left	A	5.5	0.023	Under Capacity
	Right	F	55.1	0.589	Under Capacity
West: Main Road	Left	A	5.7	0.395	Under Capacity
	Through	A	0.1	0.395	Under Capacity
	Intersection	**N/A**	**3.4**	**0.589**	**Under Capacity**

Scenario 4b: Background 2031 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road	Through	A	5.1	0.668	Under Capacity
	Right	C	17.7	0.668	Under Capacity
North: Waterblom Drive	Left	A	6.1	0.029	Under Capacity
	Right	F	849.1	2.538	Over Capacity
West: Main Road	Left	A	5.7	0.500	Under Capacity
	Through	A	0.2	0.500	Under Capacity
	Intersection	**N/A**	**33.8**	**2.538**	**Over Capacity**

Scenario 4b: Background 2031 Holiday Traffic – Proposed Upgrades

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road	Through	B	17.7	0.950	Near Capacity
	Right	C	21.7	0.950	Near Capacity
North: Waterblom Drive	Left	B	13.7	0.350	Under Capacity
	Right	B	18.0	0.350	Under Capacity
West: Main Road	Left	A	6.0	0.832	Under Capacity
	Through	A	6.4	0.832	Under Capacity
	U-turn	B	12.3	0.832	Under Capacity
	Intersection	**B**	**12.9**	**0.950**	**Near Capacity**

Scenario 4c: Horizon 2040 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road	Through	F	251.9	1.536	Over Capacity
	Right	F	255.9	1.536	Over Capacity
North: Waterblom Drive	Left	E	63.9	0.852	Near Capacity
	Right	E	68.2	0.852	Near Capacity
West: Main Road	Left	F	116.0	1.239	Over Capacity
	Through	F	116.4	1.239	Over Capacity
	U-turn	F	122.2	1.239	Over Capacity
	Intersection	**F**	**179.2**	**1.536**	**Over Capacity**

Scenario 4c: Horizon 2040 Holiday Traffic – Proposed Upgrades

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
East: Main Road	Through	A	9.9	0.777	Under Capacity
	Right	B	14.4	0.777	Under Capacity
North: Waterblom Drive	Left	B	13.3	0.488	Under Capacity
	Right	B	17.8	0.488	Under Capacity
West: Main Road	Left	A	5.9	0.681	Under Capacity
	Through	A	3.1	0.681	Under Capacity
	U-turn	B	12.3	0.681	Under Capacity
	Intersection	**A**	**9.0**	**0.777**	**Under Capacity**

Study Intersection 5: Main Road West and Waterblom Drive (Stillbay West)

Scenario 1: Existing 2026 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.187	Under Capacity
	Through	A	0.0	0.187	Under Capacity
North: Main Road West	Through	A	0.1	0.188	Under Capacity
	Right	A	6.9	0.188	Under Capacity
West: Orchid Drive	Left	A	9.3	0.085	Under Capacity
	Right	B	12.0	0.085	Under Capacity
	Intersection	**N/A**	**1.4**	**0.188**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.223	Under Capacity
	Through	A	0.1	0.223	Under Capacity
North: Main Road West	Through	A	0.1	0.174	Under Capacity
	Right	A	7.3	0.174	Under Capacity
West: Orchid Drive	Left	A	9.7	0.071	Under Capacity
	Right	B	12.4	0.071	Under Capacity
	Intersection	**N/A**	**1.4**	**0.223**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.208	Under Capacity
	Through	A	0.1	0.208	Under Capacity
North: Main Road West	Through	A	0.1	0.209	Under Capacity
	Right	A	7.2	0.209	Under Capacity
West: Orchid Drive	Left	A	9.5	0.104	Under Capacity
	Right	B	12.9	0.104	Under Capacity
	Intersection	**N/A**	**1.5**	**0.209**	**Under Capacity**

Scenario 2: Background 2031 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.237	Under Capacity
	Through	A	0.1	0.237	Under Capacity
North: Main Road West	Through	A	0.1	0.239	Under Capacity
	Right	A	7.5	0.239	Under Capacity
West: Orchid Drive	Left	A	9.8	0.133	Under Capacity
	Right	B	14.4	0.133	Under Capacity
	Intersection	**N/A**	**1.6**	**0.239**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.282	Under Capacity
	Through	A	0.1	0.282	Under Capacity
North: Main Road West	Through	A	0.2	0.222	Under Capacity
	Right	A	8.0	0.222	Under Capacity
West: Orchid Drive	Left	B	10.4	0.109	Under Capacity
	Right	C	15.2	0.109	Under Capacity
	Intersection	**N/A**	**1.5**	**0.282**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.262	Under Capacity
	Through	A	0.1	0.262	Under Capacity
North: Main Road West	Through	A	0.2	0.265	Under Capacity
	Right	A	7.9	0.265	Under Capacity
West: Orchid Drive	Left	B	10.1	0.171	Under Capacity
	Right	C	16.0	0.171	Under Capacity
	Intersection	**N/A**	**1.7**	**0.265**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.363	Under Capacity
	Through	A	0.1	0.363	Under Capacity
North: Main Road West	Through	A	0.4	0.375	Under Capacity
	Right	A	9.7	0.375	Under Capacity
West: Orchid Drive	Left	B	14.7	0.430	Under Capacity
	Right	D	30.0	0.430	Under Capacity
	Intersection	**N/A**	**2.7**	**0.430**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.7	0.431	Under Capacity
	Through	A	0.2	0.431	Under Capacity
North: Main Road West	Through	A	0.6	0.356	Under Capacity
	Right	B	11.1	0.356	Under Capacity
West: Orchid Drive	Left	B	14.1	0.312	Under Capacity
	Right	D	32.1	0.312	Under Capacity
	Intersection	**N/A**	**2.3**	**0.431**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.7	0.400	Under Capacity
	Through	A	0.1	0.400	Under Capacity
North: Main Road West	Through	A	0.6	0.419	Under Capacity
	Right	B	10.7	0.419	Under Capacity
West: Orchid Drive	Left	C	21.9	0.643	Under Capacity
	Right	E	44.2	0.643	Under Capacity
	Intersection	**N/A**	**3.6**	**0.643**	**Under Capacity**

Scenario 3: Horizon 2040 Traffic – Proposed Upgrades

Weekday Morning

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.6	0.363	Under Capacity
	Through	A	0.1	0.363	Under Capacity
North: Main Road West	Through	A	0.1	0.343	Under Capacity
	Right	A	8.7	0.032	Under Capacity
West: Orchid Drive	Left	B	11.1	0.036	Under Capacity
	Right	C	16.0	0.185	Under Capacity
	Intersection	**N/A**	**1.8**	**0.363**	**Under Capacity**

Weekday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.7	0.431	Under Capacity
	Through	A	0.2	0.431	Under Capacity
North: Main Road West	Through	A	0.1	0.312	Under Capacity
	Right	B	10.1	0.043	Under Capacity
West: Orchid Drive	Left	B	12.8	0.132	Under Capacity
	Right	C	16.8	0.081	Under Capacity
	Intersection	**N/A**	**1.7**	**0.431**	**Under Capacity**

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road West	Left	A	5.7	0.400	Under Capacity
	Through	A	0.1	0.400	Under Capacity
North: Main Road West	Through	A	0.2	0.377	Under Capacity
	Right	A	9.4	0.041	Under Capacity
West: Orchid Drive	Left	B	11.7	0.044	Under Capacity
	Right	C	19.2	0.256	Under Capacity
	Intersection	**N/A**	**2.0**	**0.400**	**Under Capacity**

Scenario 4a: Existing 2026 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road	Left	A	5.7	0.456	Under Capacity
	Through	A	0.2	0.456	Under Capacity
North: Main Road	Through	A	1.1	0.487	Under Capacity
	Right	B	12.7	0.487	Under Capacity
West: Orchid Drive	Left	F	118.1	1.158	Over Capacity
	Right	F	156.3	1.158	Over Capacity
	Intersection	**N/A**	**11.4**	**1.158**	**Over Capacity**

Scenario 4b: Background 2031 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road	Left	A	5.8	0.577	Under Capacity
	Through	A	0.3	0.577	Under Capacity
North: Main Road	Through	A	5.9	0.661	Under Capacity
	Right	C	22.1	0.661	Under Capacity
West: Orchid Drive	Left	F	1920.6	5.221	Over Capacity
	Right	F	2050.0	5.221	Over Capacity
	Intersection	**N/A**	**142.3**	**5.221**	**Over Capacity**

Scenario 4b: Background 2031 Holiday Traffic – Proposed Upgrades

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road	Left	A	5.8	0.577	Under Capacity
	Through	A	0.3	0.577	Under Capacity
North: Main Road	Through	A	0.3	0.606	Under Capacity
	Right	-	-	-	Over Capacity
West: Orchid Drive	Left	B	12.8	0.311	Under Capacity
	Right	-	-	-	Over Capacity
	Intersection	**N/A**	**1.6**	**0.606**	**Under Capacity**

Scenario 4c: Horizon 2040 Holiday Traffic

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road	Left	A	6.7	0.881	Near Capacity
	Through	A	1.5	0.881	Near Capacity
North: Main Road	Through	A	2.2	0.925	Near Capacity
	Right	-	-	-	Over Capacity
West: Orchid Drive	Left	F	415.8	1.831	Over Capacity
	Right	-	-	-	Over Capacity
	Intersection	**N/A**	**29.9**	**1.831**	**Over Capacity**

Scenario 4c: Horizon 2040 Holiday Traffic – Proposed Upgrades

Friday Afternoon

Approach	Movement	LOS	Ave Delay	v/c	Status
South: Main Road	Left	A	5.7	0.440	Under Capacity
	Through	A	0.2	0.440	Under Capacity
North: Main Road	Through	A	0.2	0.463	Under Capacity
	Right	-	-	-	Over Capacity
West: Orchid Drive	Left	A	9.6	0.339	Under Capacity
	Right	-	-	-	Over Capacity
	Intersection	**N/A**	**1.2**	**0.463**	**Under Capacity**

NEIL LYNERS AND ASSOCIATES (PTY) LTD

TRAFFIC IMPACT ASSESSMENT

Melkhoutfontein and Still Bay West

PREPARED FOR	PRESENTATION DATE	PROJECT NO.
Hessequa Municipality	7 August 2026	26065R

STUDY AREA AND SCOPE

MELKHOUTFONTEIN

Suikerbos Road — approx. 574m

Links the R305 provincial road to rapidly developing residential and light industrial land to the south.

STUDY AREA AND SCOPE

MELKHOUTFONTEIN

Suikerbos Road — approx. 574m

Links the R305 provincial road to rapidly developing residential and light industrial land to the south.

STILL BAY WEST

Main Road West — approx. 105m

The only road connection between Still Bay West, Still Bay East and the R305/N2 corridor.

STUDY AREA AND SCOPE

MELKHOUTFONTEIN

Suikerbos Road — approx. 574m

Links the R305 provincial road to rapidly developing residential and light industrial land to the south.

STILL BAY WEST

Main Road West — approx. 105m

The only road connection between Still Bay West, Still Bay East and the R305/N2 corridor.

ASSESSMENT OBJECTIVES

01 Determine existing and future traffic demand and intersection performance.

02 Assess safety for all road users, public transport and non-motorised transport.

03 Recommend infrastructure improvements, with costs and a phased implementation plan.

STUDY AREA

FIVE STUDY INTERSECTIONS

NO.	LOCATION	INTERSECTION
1	Melkhoutfontein	R305 and Suikerbos Road (T-intersection)
2	Melkhoutfontein	Suikerbos Road and Heuningkloof Access Road (four-way)
3	Melkhoutfontein	Suikerbos Road and Informal Access Road (T-intersection)
4	Still Bay West	Main Road West and Orchid Drive (T-intersection)
5	Still Bay West	Main Road West and Waterblom Drive (T-intersection)

5

INTERSECTIONS ASSESSED

Modelled in SIDRA Intersection 11.0 across six traffic scenarios, spanning 2026 to 2040.

FIVE STUDY INTERSECTIONS

FIVE STUDY INTERSECTIONS

ASSESSMENT APPROACH

ANALYSIS SCENARIOS

Scenario 1 Existing 2026 Traffic

Scenario 2 Background 2031 Traffic

Scenario 3 Horizon 2040 Traffic

Scenarios 4a–4c Holiday Traffic (Still Bay West only)

Historic background growth	**3.27% p.a.**
Future background growth	**4.82% p.a.**
Holiday seasonal factor	**2.20**

Per TMH 16, Level of Service D is the worst acceptable performance during normal conditions; LOS E is tolerated only under abnormal (holiday) conditions.

SUIKERBOS ROAD CORRIDOR

NO.	INTERSECTION	2026	2040	2040 WITH UPGRADE
1	R305 / Suikerbos Road	LOS B, under cap.	LOS C, v/c 0.56	Minor turning-lane gain
2	Suikerbos Rd / Heuningkloof Access	LOS B, under cap.	**LOS F, v/c 1.63 — over cap.**	**LOS B, v/c 0.68 (roundabout)**
3	Suikerbos Rd / Informal Access	LOS A, under cap.	LOS B, v/c 0.27	Recommend formalising access

Intersection 2 is the most significant constraint in Melkhoutfontein. Without intervention it operates far over capacity by 2040; a single-lane roundabout restores acceptable operation with reserve capacity.

PROPOSED UPGRADES — MELKHOUTFONTEIN

Intersection 1 — additional right-turn lane on Suikerbos Road approach, by 2040

Intersection 2 — single-lane roundabout replacing the four-way junction, by 2040

Intersection 3 — formalise the informal access road, Phase 1

Public transport — new embayment and NMT facilities, with Eskom substation access relocated

Source: Annexure B, Figure 8 — Upgrades to Intersection 1 and Intersection 2, to be completed by 2040.

MAIN ROAD WEST CORRIDOR

WEEKDAY OPERATION (2026 – 2040, FRI PM)

NO.	INTERSECTION	2026	2031	2040
4	Main Road West / Orchid Drive	LOS B, under cap.	LOS C, under cap.	LOS E (minor mvt), v/c 0.64
5	Main Road West / Waterblom Drive	LOS B, under cap.	LOS B, under cap.	LOS D, v/c 0.42

HOLIDAY DEMAND WITHOUT UPGRADES (2.2× SEASONAL FACTOR)

INTERSECTION	2026 HOLIDAY	2031 HOLIDAY	2040 HOLIDAY
Orchid Drive (Int. 4)	**LOS F, v/c 1.16**	**LOS F, v/c 5.22**	—
Waterblom Drive (Int. 5)	—	**LOS F, v/c 2.54**	**LOS F, v/c 1.54**

Weekday operations remain acceptable throughout. December–January holiday demand (300–400% population increase) drives both intersections to LOS F without intervention; the proposed upgrades restore LOS B or better under capacity in every holiday scenario.

PROPOSED UPGRADES — STILL BAY WEST

Intersection 4 — left-in/left-out access management at Orchid Drive for holiday periods, by 2031

Intersection 5 — single-lane roundabout at Waterblom Drive by 2031, upgraded to dual-lane by 2040

Main Road West — long-term dualling over the Goukou River, by 2040, aligned with the Hessequa SDF

Access management — back-to-back barrier kerbs and formalised bus/taxi and public parking

Source: Annexure B, Figure 16 — Proposed upgrades to Still Bay West intersections to accommodate holiday traffic, to be constructed by 2031.

IMPLEMENTATION PLAN & COST

PHASE	PRIORITY UPGRADES	ESTIMATED COST (EXCL. VAT)
Phase 1 2026 – 2028	PT and NMT facilities in Melkhoutfontein; informal access formalisation; signage and road marking refurbishment; additional slipways	R3 317 592.50
Phase 2 2029 – 2031	Intersection 5 roundabout; Intersection 4 left-in/left-out; PT embayment relocation and NMT facilities on Main Road West	R3 820 297.50
Phase 3 2032 – 2040	Intersection 2 roundabout; Intersection 1 turning lane; Main Road West dualling with associated Intersection 4/5 upgrades	R33 985 939.50

Estimates exclude land acquisition, professional fees and VAT. Phase 3 is dominated by the future dualling of Main Road West (R26.94m) and is contingent on tourism growth reaching projected levels.

CONCLUSIONS & RECOMMENDATIONS

The existing road network is capable of accommodating current traffic demand. Strategic upgrades at Intersection 2 in Melkhoutfontein, and at Intersections 4 and 5 in Still Bay West, will be required over time to support residential growth and seasonal tourism.

No critical safety deficiencies were identified. Recommended accessibility measures include formal sidewalks and pedestrian crossings at all study intersections (SANS 10400 Part S), relocated and formalised PT embayments on both corridors, and continuous maintenance of sight triangles and roadside vegetation.

KEY RECOMMENDATIONS

1. That The Comitee take note of the TIA that was conducted at Melkhoutfontein
Suikerbos Road Links the R305 provincial road to rapidly developing residential and light industrial land to the south and STILL BAY WEST
Main Road West The only road connection between Still Bay West, Still Bay East and the R305/N2 corridor.

2. That the Committee consider the implementation as per the proposed priority list:

Short _Medium Priorities:

- Prioritise the Suikerbos Road public transport embayment and NMT facilities
- Formalise the informal access road to the Melkhoutfontein housing development
- Convert Suikerbos Road / Heuningkloof Access to a single-lane roundabout by 2040
- Finalise Designs for the Orchid Rylaan Proposal
-

Long term Priorities:

- Convert Main Road West / Waterblom Drive to a single-lane roundabout by 2031
- Operate Main Road West / Orchid Drive as left-in/left-out during holiday periods
- Maintain sight-triangle vegetation per WCG Access Management Guidelines

3. That the funds be combined to complete the proposed scope under recommendation 3.
Votes summary:

4. That funds to the value of R 34 000 000 be budgeted to in the next MTREF to implement the long-term planning as per the below proposal and layout.

Convert Main Road West / Waterblom Drive to a single-lane roundabout by 2031
Operate Main Road West / Orchid Drive as left-in/left-out during holiday periods
Maintain sight-triangle vegetation per WCG Access Management Guidelines

5. That the item be referred to Council for final approval.

THANK YOU

Alicia du Toit Pr Eng MEng
Neil Lyners and Associates (Pty) Ltd

Cell: +27 81 206 2331

Project No. 26065R

9.12 RT46-2026 - APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE

File number / Verwysingsnommer: 3/6/1

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Head Compliance, Stores & Fleet Management – S Block

PURPOSE OF REPORT / DOEL VAN VERSLAG

The purpose of this report is for Council to approve Hessequa Municipality's participation in Transversal Contract RT46-2026 in accordance with section 33 of the Municipal Finance Management Act, 56 of 2003.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Bid Adjudication Committee considered and approved the Municipality's participation in National Treasury Transversal Contract RT46-2026 for vehicle fleet management services. The approved service providers are Afrirent (Pty) Ltd for Category A and Bidvest Bank Limited, in joint venture with Transit Solutions (Pty) Ltd, for Category B. The appointment is for 4 years and 9 months, commencing on 1 October 2026 and terminating on 30 June 2031.

The services under RT46-2026 include the following:

- Category A: Managed maintenance, scheduled and unscheduled repairs, accident repairs, centralised billing, payment administration and fleet-management reporting.
- Category B: Secure fleet cards for the controlled procurement and payment of fuel, oil and toll fees.
- Administration of vehicle-related transactions and reporting in accordance with the National Treasury transversal contract conditions.
- Access to an established national service-provider network to support municipal fleet availability and service delivery.
- Centralised controls and management information to strengthen expenditure monitoring, compliance and accountability.

Motivation: Contract obligations beyond three financial years

- Participation in RT46-2026 provides an integrated and standardised mechanism for maintaining the municipal fleet and administering fuel, oil and toll transactions.
- The arrangement supports continuity of essential municipal services by improving access to maintenance, repairs and fuel across the contract period.
- The transversal contract provides predetermined conditions, pricing structures, controls and reporting requirements established through a National Treasury procurement process.
- Centralised fleet and transaction reporting will strengthen cost control, audit trails, oversight and the management of operational risks.

- The Municipality requires these services for its fleet of approximately 201 vehicles and machinery used across municipal service-delivery functions.

As the proposed contract will impose financial obligations on the Municipality beyond the three (3) years covered by the annual budget and Medium-Term Revenue and Expenditure Framework, the prescribed section 33 process must be complied with. The contract will start on 1 October 2026 and terminate on 30 June 2031. Section 33 of the MFMA provides as follows:

33. Contracts having future budgetary implications

(1) A municipality may enter into a contract which will impose financial obligations on the municipality beyond a financial year, but if the contract will impose financial obligations on the municipality beyond the three years covered in the annual budget for that financial year, it may do so only if—

(a) the municipal manager, at least 60 days before the meeting of the municipal council at which the contract is to be approved—

(i) has, in accordance with section 21A of the Municipal Systems Act—

(aa) made public the draft contract and an information statement summarising the municipality's obligations in terms of the proposed contract; and

(bb) invited the local community and other interested persons to submit to the municipality comments or representations in respect of the proposed contract; and

(ii) has solicited the views and recommendations of—

(aa) the National Treasury and the relevant provincial treasury;

(bb) the national department responsible for local government; and

(cc) if the contract involves the provision of water, sanitation, electricity, or any other service as may be prescribed, the responsible national department;

(b) the municipal council has taken into account—

(i) the municipality's projected financial obligations in terms of the proposed contract for each financial year covered by the contract;

(ii) the impact of those financial obligations on the municipality's future municipal tariffs and revenue;

(iii) any comments or representations on the proposed contract received from the local community and other interested persons; and

(iv) any written views and recommendations on the proposed contract by the National Treasury, the relevant provincial treasury, the national department responsible for local government and any national department referred to in paragraph (a)(ii)(cc); and

(c) the municipal council has adopted a resolution in which—

(i) it determines that the municipality will secure a significant capital investment or will derive a significant financial, economic or operational benefit from the contract;

(ii) it approves the entire contract exactly as it is to be executed; and

(iii) it authorises the municipal manager to sign the contract on behalf of the municipality."

The public and relevant role players were invited to submit representations with regard to the proposed contract in accordance with section 33(1)(a)(i) of the MFMA. The public notices information is captured in the table below:

Legal Requirement	Date advertised	Comment Due Date	Public Participation Outcome
Public Notice (Annexure B) ***Suid-Kaap Forum***	22 May 2026	12 June 2026	No comments received
Information Statement and Draft Contract made available at: - **Municipal Website**	22 May 2026	12 June 2026	No comments received
Provincial Treasury and National Treasury	30 June 2026	30 August 2026	No comments received
COGTA	30 June 2026	30 August 2026	No comments received

In line with section 33(1)(b)(i) of the MFMA, the Municipality's estimated financial obligations and the RT46-2026 contract values are set out below:

Category	Administration fee and calculation	Administration cost for contract term	Estimated expenditure	Estimated total (Contract value)
Category A Repair and maintenance	R39.50 per vehicle per month 201 vehicles x 12 months x 5 years (VAT inclusive)	R476 370.00	R65 000 000.00	R65 476 370.00
Category B Fuel, oil and toll fees	R11.50 per vehicle per month 201 vehicles x 12 months x 5 years (VAT inclusive)	R138 690.00	R55 000 000.00	R55 138 690.00
Total estimated cost		**R615 060.00**	**R120 000 000.00**	**R120 615 060.00**

The financial obligations must be provided for in the Municipality's approved budgets and monitored against actual fleet usage. No direct tariff increase is proposed in this item; any future budgetary impact must be addressed through the annual budget process.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The content of the report is noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted. This contract is essential to the municipality's operations as the municipality is heavily dependent on efficient fleet operations and resultantly budgets annually for fuel and maintenance in its MTREF. The recommendations are therefore supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

In accordance with section 33(1)(c)(ii) of the MFMA, the Municipal Council must approve the entire contract exactly as it to be executed.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council note Hessequa Municipality's participation in National Treasury Transversal Contract RT46-2026 for vehicle fleet management services.

2. That Council note the estimated contract values of R65 476 370.00 for Category A and R55 138 690.00 for Category B, amounting to a combined estimated contract value of R120 615 060.00 over the contract term.
3. That Council determine that the Municipality will derive a financial and operational benefit from the integrated provision of fleet maintenance, repairs, accident management, fuel, oil and toll-card services under RT46-2026.
4. That Council approve the contract for fifty-six (56) months, commencing on 1 October 2026 and terminating on 30 June 2031, subject to the Municipality's applicable budgetary and supply-chain-management requirements.
5. That the Municipal Manager be authorised to sign the required participation and contract documentation on behalf of the Municipality.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Technical Services - RW Manho

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A – Contract Circular

Annexure B – Special Conditions of Contract

Annexure C – General Conditions of Contract

Annexure D – Contract Deliverables and Service Requirements

Annexure E – Contract Circular Address List

Annexure F – BAC Agenda and Recommendation

Annexure G – Information Statement

Annexure H – Section 33 Public Notice

SPECIAL CONDITIONS OF THE CONTRACT

RT46-2026

APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS

01 APRIL 2026 TO 31 MARCH 2031

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 14 JULY 2025 ON THE MICROSOFT TEAMS PLATFORM

CLOSING DATE AND TIME OF BID

04 AUGUST 2025 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

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LIST OF ABBREVIATIONS

Abbreviation	Meaning
AARTO	Administrative Adjudication of Road Traffic Offences
BAC	Bid Adjudication Committee
BASA	Banking Association of South Africa
B-BBEE	Broad-Based Black Economic Empowerment
CCGMT	Co-ordinating Committee of Government Motor Transport
COF	Certificate of Fitness as Required under Road Traffic Legislation
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
DTIC	Department of Trade, Industry and Competition
GPS	Global Positioning System
ICASA	Independent Communication Authority of South Africa
MFMA	Municipal Finance Management Act
NT	National Treasury
NDOT	National Department of Transport
OEM	Original Equipment Manufacturer
PASA	Payment Association of South Africa
PFMA	Public Finance Management Act
PPPF	Preferential Procurement Policy Framework
PPR	Preferential Procurement Regulation
RTIA	Road Traffic Infringement Agency,
RTMC	Road Traffic Management Corporation
SANAS	South African National Accreditation System
SBD	Standard Bidding Document
SARS	South African Revenue Services
STATS SA	Statistics South Africa
TCA	Transversal Contracting Agreement
TCD	Transversal Contract Document
VAT	Value-Added Tax
VIN	Vehicle Identification Number

Initials_____

LIST OF ATTACHMENTS AND ANNEXURES

i. Standard Bidding Documents (SBD's)

ii. Transversal Contracting Documents (TCD's)

iii. General Conditions of Contract (GCC)

iv. Annexure A - Pricing Schedule

v. Annexure B - Contract Deliverables and Service Requirements

vi. Annexure C - Work Allocation

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ix. Annexure E - Mandate Document

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LIST OF DEFINITIONS

Accounting Officer	Bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
Book Value	The average value between trade and retail values as contained in the TransUnion Auto Dealer's Guide (M&M (Mead & McGrouther), with adjustments being made for fitted accessories and kilometres
Card	A magnetic or smart card / or equivalent device supplied by the Contractor to facilitate transactions for fuel, where required.
Consortium / Joint Venture	An association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
Contractor	The successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.
Driver	An official/employee in possession of a valid unendorsed driver's license, which enables them to drive a specific category of vehicle and is authorised to do so in terms of a trip authority as issued or any other form of authorisation.
End user department	Any State entity, National or Provincial department that has been approved to utilise this contract and has signed the required mandatory documents with the Contractor.
Entity	Any other end user of the contract that is not a national or provincial department but is approved by the National Treasury to partake in the contract, such as a municipality.
Fleet Responsibility Manager / Fleet Manager	An official designated by the Accounting Officer or Chief Financial Officer to assume accountability for a fleet of vehicles.
Merchant / Supplier	Any legal entity which contracts with the Contractor to provide goods or services to the State. It can include the State's in-house fuel bowser, stores, and workshops.
National Department	Means a department listed in Schedule 1 to the Public Service Act, Act 1 of 1994, excluding the Office of the Premier.
Provincial Department	The Office of a Premier listed in Schedule 1 to the Public Service Act of 1994, and a provincial department listed in Schedule 2 to the Public Service Act of 1994
Roadside assistance	Means any assistance rendered to the driver of a government vehicle when the vehicle has suffered a mechanical failure that leaves the driver stranded or where the vehicle needs to be recovered. Such assistance can include the towing of the vehicle or repair of the vehicle on the side of the road.
Service Plan/Maintenance	a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services or maintenance as set out in the vehicle's owner

Initials_____

Plan/Motor Plan	manual or handbook up until a specified kilometres or time period.
Spares / Parts	A part fitted to a vehicle ensuring that the vehicle is fully operational and functional, and has to be replaced due to the malfunction thereof. The fitment of non-OEM approved spares will need to be done in consultation with the relevant client department without jeopardising any warrantees or guarantees in terms of the vehicle.
The State	For the purpose of this contract, it refers to the National, Provincial and Local spheres of government that participate in this contract. This includes constitutional institutions, public entities listed in Schedules 3A and 3C of the PFMA, as well as local authorities.
Transaction	Any arrangement entered into between the State and a merchant with the intervention of the Contractor for the sale of goods and/or the rendering of services. The Contractor shall categorise all the transactions for the State as prescribed herein.
Transport Officer / Controller / Control Officer	An officer appointed by the Accounting Officer in writing to, inter alia, administer the department's State vehicles either at a sub-office within a region, within a region or within a department.
Vehicle	Any reference to a vehicle can include a motor vehicle as registered in terms of the National Road Traffic Act, a vessel (boat) registered in terms of the National Small Vessel Safety Regulations, 2007, as amended, Road Construction Plant and equipment, off-road bikes, quad bikes and golf carts.

Initials_____

BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (**Annexure A**)	Yes	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
2.	SBD 1 Invitation to bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1	No	Yes	
4.	SBD 4 Bidders Disclosure	Yes	Yes	
5.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
6.	TCD 13 Authorization Declaration	Yes	Yes	
7.	TCD 13.1 List of goods or services offered	Yes	Yes	
8.	Written confirmation for disclosing tax status by SARS	No	Yes	
9.	Central Supplier Database Report	No	Yes	
10.	CIPC Company Registration Documents	No	Yes	
11.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
12.	TCD 13.2 Authorisation Letter of Undertaking	Yes	Yes	
CATEGORY A and A1: MANAGED MAINTENANCE, REPAIRS, ACCIDENT REPAIRS, DATA INTEGRATION AND REPORTING				
13.	Implementation plan	No	Yes	
14.	Reference letter/s	No	Yes	

[1] Table 1 is provided as guidance to assist bidders with documents that must be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as per the provision of each clause in this bid

Initials_____

15.	CV of Project Manager	No	Yes	
16.	Financial Guarantee	No	Yes	
17.	Liability Insurance Cover	No	Yes	
CATEGORY B: FUEL, OIL AND TOLL				
18.	Implementation plan	No	Yes	
19.	SARB confirmation letter	No	Yes	
20.	Reference letter/s	No	Yes	
CATEGORY C and C1: TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT				
21.	Implementation plan	No	Yes	
22.	Financial Guarantee	No	Yes	
23.	Type Approval Certificate issued by ICASA	No	Yes	
24.	Liability Insurance Cover	No	Yes	
25.	Reference letter/s	No	Yes	
CATEGORY D: VEHICLE CONDITION, VEHICLE BOOKING AND TRAFFIC FINE MANAGEMENT				
26.	Reference letters	No	Yes	
CATEGORY E: AUCTIONEERING SERVICES				
27.	Liability Insurance Cover	No	Yes	
28.	Reference letters	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
29.	Pricing Schedule (**Annexure A**)	Yes	Yes	
30.	Proof of Business Shareholding/Ownership	No	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
31.	Company Profile	No	Yes	
32.	Special Conditions of Contract	Yes	Yes	
33.	General Conditions of Contract	Yes	Yes	

Initials_____

SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1 DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for the appointment of contractors to provide vehicle fleet management services to the State for sixty (60) months. The anticipated commencement date is 01 April 2026.

1.2 This bid document is structured as follows:

1.2.1 Section A: Introduction and Terms of Reference

1.2.2 Section B: Conditions of Bid

1.2.3 Part 1: Evaluation Criteria

1.2.4 Part 2: Additional Bid Requirements

1.2.5 Part 3: Recommendation and Appointment of Bidders

1.2.6 Section C: Conditions of Contract

2 LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

2.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:

2.3.1 Financial Advisory & Intermediary Services Act, Act 37 of 2002 and its Regulations

2.3.2 Banks Act, 1990, Act No. 94 of 1990, Act 13 of 2002 and its Regulations

2.3.3 Provisions of the Protection of Personal Information Act, Act No. 4 of 2013 and its Regulation.

2.3.4 Consumer Protection Act, 68 of 2008 and its Regulations

2.3.5 Companies Act, Act 71 of 2008

2.3.6 Transport Laws and Related Matters Amendment Act, Act 3 of 2013

Initials_____

3 OBJECTIVE OF THE BID

3.1 To arrange the RT46-2026 transversal contract for the appointment of contractors to provide vehicle fleet management services to the state for a period of sixty (60) months.

3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 10 points) allocated in terms of the Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

3.3 For the promotion of historically disadvantaged individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), ("the Interim Constitution") and who is a female.

4 BRIEFING SESSION

4.1 A non-compulsory virtual briefing session will be held as follows:

Venue: Microsoft Teams. The link to register and attend the briefing session is included in the National Treasury website and e-tenders. Bidders can click on the link below to access the briefing session:

RT46-2026 Briefing Session Link

Date: 14 July 2025

Time: 10h00 to 12h00

4.2 The bid information session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document. The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

5 TERMS OF REFERENCE

5.1 INTRODUCTION

5.1.1 The RT46-2026 bid is for the provision of vehicle fleet management services to the State for a period of sixty (60) months.

5.1.2 Transversal Contract RT46-2026 has been established to provide participating state institutions with a comprehensive and fully integrated fleet management solution. This arrangement is designed to ensure the efficient and cost-effective operation of government vehicles. These include managed maintenance, repairs, accident handling, data integration, fuel, and toll procurement, tracking, on-board cameras, driver monitoring, vehicle condition, booking systems, traffic fine management, and auctioneering services.

Initials_____

5.2 SCOPE OF WORK

The minimum scope of work required for RT46-2026 includes the following. The detailed contract deliverables and service requirements per category are attached as **Annexure B**, and appointed contractors will be required to undertake these services in accordance with the contract conditions.

5.2.1 Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting

5.2.1.1 The state requires a comprehensive managed maintenance solution for its entire fleet. The appointed Contractor will be responsible for ensuring that the state's fleet is effectively managed and maintained, with all necessary repairs and accident-related repairs being conducted.

5.2.1.2 Category A and A1 will require the contractor to develop and maintain a fleet management system that enables the State to manage various fleet processes. The category will be divided into Category A and A1, and the reason for Category A1 is to accommodate users with varying maintenance requirements and processes, such as law enforcement, and provide reporting on key fleet management areas.

5.2.1.3 The maintenance management functions will encompass all aspects of maintenance, repairs, accident repairs, vehicle inspections, merchant payments, billing to end-users, and the provision of support services, including a call centre and provincial offices.

5.2.1.4 The Contractor will be tasked with ensuring cost-effective fleet management for the state, including integrating data from all Contractors, conducting management reporting, performing fleet analysis, identifying trends, and minimising risk.

5.2.1.5 The State requires a web-based solution for the seamless uploading of data obtained from Categories B to E of this bid into a unified fleet reporting platform. The contractor is further expected to integrate data from the different categories into meaningful and advanced fleet management reports that will assist Fleet Managers with decision-making on both operational and strategic levels.

5.2.1.6 The Contractor appointed under this Category must provide the reports on all users of the contract for all categories, irrespective of them not making use of the services as set out in Category A or A1. Some users may only make use of a fuel card or a tracking device. Such information shall be incorporated into a single reporting platform.

5.2.1.7 The platform should make provision for mobile-friendly web access or an Android and IOS Application through which fleet information can easily be accessed and approvals for maintenance and repair transactions can be granted.

5.2.1.8 The contractor must ensure that they have the required systems in place to ensure the sharing of large data sets of information. This can be done through a self-service portal or a data sharing platform.

Initials_____

5.2.1.9 The contractor must ensure that measures are in place to ensure the accuracy of data. This must be done through regular system and data audits.

5.2.1.10 Management and conducting inspections of merchants.

5.2.1.11 Conduct Pre-inspection and Post-inspection of vehicles.

5.2.1.12 Payments of merchants and billing to end-user departments.

5.2.1.13 Provide support services such as a call centre and ensure a national footprint (offices in all nine provinces) to ensure efficient delivery of services to all participating departments nationwide.

5.2.2 **Category B: Fuel, Oil and Toll**

5.2.2.1 The State requires a solution for the procurement of fuel, oil and toll and, where applicable, alternative fuels or electric charging. This includes the provision of fuel cards to be used for the payment of fuel, oil and toll.

5.2.2.2 A system for collecting fuel transactions from bulk fuel sites and the management of on-road fuel distribution from bulk fuel sites.

5.2.2.3 The management and verification of all fuel transactions, including the oversight of transaction flows, payment to fuel merchants, billing to end users, and generation of management reports.

5.2.2.4 Ensuring the integration of transactional data with the contractor appointed under Category A.

5.2.2.5 Issuing of bulk fuel cards, where required.

5.2.2.6 The payment of fuel merchants and the billing to end-user departments.

5.2.3 **Category C and C1: Tracking, On-board Cameras, and Driver Management**

5.2.3.1 Category C will be divided into Category C and C1 to address the needs of users with varying requirements and processes, such as hosting the system on in-house servers for meeting additional security requirements, such as law enforcement.

5.2.3.2 The State requires the procurement of three (3) distinct tracking and vehicle monitoring systems under this contract. The tracking devices must accommodate basic, intermediate, and advanced units.

5.2.3.3 All tracking systems will be leased for the full duration of the contract. The State will not purchase any units.

5.2.3.4 The Contractor will be required to remove all units fitted during the contract period upon the termination of the contract.

5.2.3.5 The State requires a "tag" or a secure method to identify the driver of each State vehicle.

Initials_____

5.2.3.6 For on-board camera requirements, units must be equipped with a microphone and speaker and support audio recording functionality where required, must be operational at all times and support live streaming.

5.2.3.7 The state requires the procurement of three (3) distinct cameras: road-facing dash cam, driver or in-cab facing cameras and auxiliary cameras.

5.2.4 **Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management**

5.2.4.1 The State requires a web-based solution for the management of vehicle bookings, identification of the driver through a booking system.

5.2.4.2 Linked to this system, the Contractor must ensure that the government can manage and reroute traffic fines upon receiving the pre-notification through the AARTO system. This should be done with consideration of the geographical areas in which these vehicles operate and should include support for mobile operating systems such as iPhone Operating System (iOS) and Android-related applications or a mobile-friendly web interface.

5.2.5 **Category E: Auctioneering Services**

5.2.5.1 The State requires a Contractor to render professional auctioneering services.

5.2.5.2 This service will include both physical and online auctions, with provisions for de-fleeting, whereby all vehicles will be transported to the auctioneer's premises for sale.

6 TECHNICAL SPECIFICATIONS REQUIREMENTS

6.1 The detailed contract deliverables and service requirements are as per **Annexure B** for the bid, which is for the provision of vehicle fleet management services. The bid consists of five (5) categories with a total of twenty-six (26) line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY	CATEGORY DESCRIPTION	ITEMS IN THE CATEGORY
1.	Category A & A1	Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	2
2.	Category B	Fuel, Oil and Toll	3
3.	Category C & C1	Tracking, On-board Cameras and Driver Management	11
4.	Category D	Vehicle Condition, Vehicle Booking and Traffic Fine Management	2
5.	Category E	Auctioneering Services	8
TOTAL NUMBER OF ITEMS IN THE BID			**26**

Initials_____

6.2 Financial Considerations and Funding

6.1.1 Attached to the bid as **Annexure J** are the statistics, including historical expenditure on the contract. All contractors must ensure that they have sufficient funding available for the execution of the contract. The estimated quantities will be used for the determining the total value of the group series for allocation of points for price, please refer to the pricing schedule, **Annexure A**.

6.1.2 National Treasury will sign any credit facility letter as may be required for Category A and Category B in terms of the Banks Act, 1990 Act No. 94 of 1990 Act 13 of 2002 and its Regulations as required.

6.1.3 The Credit Facility Letter must be in line with the requirements of the contract, with no counter conditions. The Credit Facility Letter must be submitted to National Treasury within three weeks of the award of the Contract.

6.1.4 The State reserves the right to negotiate the contents of the Credit Facility letter with the successful bidders.

6.3 Relevant Statistics and Estimated Quantities

6.1.5 Please note that these statistics (**Annexure J**) are provided solely for the purpose of preparing this bid and serve only as a guideline for the expected volumes of this contract. The State does not guarantee that the number of vehicles in the fleet at the time of implementation will match the figures indicated in this document. These are merely estimates to assist in the compilation of bids.

6.1.6 The State does not and shall not guarantee the fleet size or any other statistics provided as part of this bid as contracted by the State.

6.1.7 The Contractor is required to obtain knowledge of the State's business principles and accordingly assist with the optimisation of its fleet. Consequently, the Contractor will be contractually required throughout the contract period to provide recommendations to optimally manage the fleet size and cost.

6.1.8 The statistics provided to assist the contractors in the compilation of their bids are attached to this document as Annexure J.

Initials_____

SECTION B: CONDITIONS OF BID

7 PART 1: EVALUATION CRITERIA

7.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Administration Requirements	Technical Compliance	Price and Specific Goals
Compliance with mandatory requirements	Compliance with the Administration documents requirements	Compliance with the technical specifications and requirements	Bids evaluated in terms of the 90/10 preference points system

7.1.1 The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder, and any misrepresentation by the bidder may disqualify the bid thereof.

7.2 PHASE 1: MANDATORY REQUIREMENTS

7.2.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase, bidders' responses will be evaluated against the mandatory requirement for compliance. Bidders who fail to comply with the mandatory requirement will be disqualified.

7.2.2 **Pricing Schedule**

7.2.2.1 The pricing schedule **(see Annexure A)** provided in this bid forms an integral part of the bid document, and bidders must ensure that it is completed in full without changing the structure thereof.

7.2.2.2 Bidders are required to complete a mandatory Pricing Schedule Annexure A as a response to how much the items offered will be charged. Failure to submit the Annexure A Pricing Schedule will invalidate the bid response.

7.2.2.3 The pricing for this bid is required to be on a national level.

7.2.2.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.2.2.5 Prices submitted in this bid must be filled in on the field provided on the Pricing Schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.

7.2.2.6 Prices must be all-inclusive, this includes VAT (if registered for VAT), and any other related costs that may influence the price. No additional costs will be considered post-award.

Initials_____

7.2.2.7 The Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.

7.3 PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION

7.3.1 Bidders must submit the following documents listed below to comply with the policy to guide uniformity in procurement reform processes.

7.3.1.1 **SBD 1 –** Invitation form to bid.

7.3.1.2 **Proof of Authority –**This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.

7.3.1.3 **SBD 4 –** Bidders Disclosure

7.3.1.4 **SBD 6.1 -** Preference points claim form.

7.3.1.5 **TCD 13 and 13.1 - Authorization Declaration -** All bidders are required to complete the "Authorisation Declaration" (TCD 13 and TCD 13.1) for all relevant services in full, sign it, and submit it together with the bid response at the closing date and time of the bid invitation.

7.3.1.6 **Central Supplier Database -** Bidders are required to submit their Central Supplier Database report.

7.3.1.7 **Written Confirmation to disclose tax status -** Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that, on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder's tax compliance status.

7.3.1.8 **Company registration documents issued by CIPC -** Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.

7.3.1.9 **Copy of Identity Document (Directors/Owners) -** Bidders are required to submit a copy of an identity document of the directors and/or owners.

7.3.2 Failure to submit the documents indicated above, even after the bidder has been notified and given a maximum of seven calendar days to rectify, may invalidate the bid.

7.4 PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS

7.4.1 Only bidders who have complied with Phases 1 and 2 will be evaluated in Phase 3. During this phase, bidders' responses will be evaluated based on the technical requirements applicable to the category or categories for which they are bidding. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated.

7.4.2 The technical compliance evaluation is in two parts, **Part A** and **Part B**.

Initials_____

7.4.3 For Categories A and C, only the bidders who fully comply with **Part A** of the evaluation requirements will be evaluated further in **Part B**.

7.4.4 For Categories B, D & E, only the bidders who fully comply with **Part A** of the evaluation requirements will proceed and be evaluated further in Phase 4 of the evaluation.

PART A

7.4.5 **Authorization Declaration:**

7.4.5.1 Any bidder who is using a sub-contracting partner to offer the required service offering must submit a valid Third-Party Undertaking letter (template provided as TCD 13.2) in full for all relevant services. The letter of undertaking from the service partner/sub-contracting partner must include a letter with the following information:

a) In terms of equipment: Item(s) number, item description, and brand/model name.

b) In terms of solution services, installation, maintenance, management offered by subcontracted service partners – the bidder must list the type of service to be offered by the relevant service partner/sub-contracting partner.

c) The letter must be on the service partner/sub-contracting partner's letterhead, dated and signed.

d) The letter must not be older than 30 days at the closing date and time of the bid.

e) The letter must have the contact's name, physical and postal address, telephone, and email details, and the capacity with which a person is signing the letter.

f) All the information on the letter must be in English.

7.4.5.2 The letter of undertaking must be from the service partner/sub-contracting partner that the service will be offered. The letter of undertaking and supporting documents must be submitted with the bid at the closing date and time of the bid.

7.4.5.3 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration, and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in this bid document.

7.4.5.4 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.

7.4.5.5 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), by the above provisions may invalidate the bid for such goods or services offered.

7.4.6 **Financial Guarantee:**

7.4.6.1 Where a bidder is applying for more than one Category, the bidder may submit a single Financial Guarantee confirmation letter, provided that the total value of the guarantee equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.

 Initials_____

7.4.7 **Liability Insurance Cover:**

7.4.7.1 Where a bidder is applying for more than one Category, the bidder may submit a single Liability Insurance Cover letter, certificate or quotation, provided that the total value of the cover equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.

7.4.8 **Implementation Plan**

7.4.8.1 Where a bidder is applying for more than one Category, the bidder must submit separate Implementation Plans for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.9 **Reference Letters**

7.4.9.1 Where the bidder is applying for more than one Category, the bidder must submit separate Reference Letters for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.10 The table below outlines the compliance documents that bidders must submit. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated:

#	Compliance Documents per Category:
Category A and A1: **Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting**	
1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. Analysis of the bidder's current system and the necessary developments to meet the contract requirements. ii. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. iii. System training on maintenance procedures, drawing of reports and other operational processes to the end users of the contract. iv. The bidder's current call centre setup, training of call centre agents and capacity
2.	**Reference Letter/s:** The bidder must submit a reference letter/s confirming fleet management experience in the management of maintenance and repairs for at least 5,000 vehicles over five (5) years. The 5000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years.

Initials_____

	The following information must be contained in the reference letter/s: i. Confirmation of maintenance and repair services, indicating the number of vehicles and the period over which the services were rendered. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone, and email details, and the capacity of the person signing the letter.
3.	**Curriculum Vitae (CV) of Project Manager for RT46-2026:** The proposed Project Manager must have at least 10 years' experience in fleet management and the implementation of similar projects. In order to prove this, the bidder must submit the CV of the individual, clearly outlining the number of years of experience in fleet management and implementing similar projects, along with specific roles and responsibilities held.
4.	**Financial Guarantee:** The bidder must submit a financial guarantee confirming access to funding in the amount of R150 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA). To this extent, the financial guarantee must be dated and signed and must contain the following information: i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Guarantee must be addressed to the bidding company v. Indicate access to funding of R150 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
5.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R100 million.
Category B: Fuel, Oil and Toll	

Initials_____

1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. ii. Processes for the manufacturing and printing of fuel cards. iii. Distribution of fuel cards
2.	**SARB confirmation letter:** The bidder must be a registered bank licensed in terms of the Banks Act, No. 94 of 1990. In order to prove this, the bidder must submit their valid confirmation letter or valid certificate issued by the South African Reserve Bank, confirming its registration.
3.	**Reference letter/s:** The bidder must submit reference letters that confirm the provision of fuel cards and fuel management for at least 10,000 vehicles over a period of five (5) years. The 10,000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years. The following information must be contained in the reference letter/s: i. Confirmation of the number of fuel cards issued and the facility provided. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone and email details and the capacity of the person signing the letter/s.
Category C and C1: Tracking, On-Board Cameras, and Driver Management	
1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. Fitment schedules for tracking units ii. The maximum and minimum number of units to be fitted iii. Reference to geographical areas, the number of technicians or subcontractors iv. SIM card or activation management, v. The details of secured fitment sites or whether government premises will be required.
2.	**Financial Guarantee:**

Initials_____

	The bidder must submit a financial guarantee confirming access to funding in the amount of R10 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), by a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA). To this extent, the financial guarantee must be dated and signed and must contain the following information: i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Financial guarantee must be addressed to the bidding company v. Indicate access to funding of R10 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
3.	**Type Approval Certificate issued by the Independent Communications Authority of South Africa (ICASA):** The bidder must submit a copy of their valid Type Approval certificate issued by ICASA, confirming that the electronic communication equipment intended for installation, tracking and monitoring complies with national regulatory standards.
4.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R5 million.
5.	**Reference letter/s:** The bidder must provide reference letter/s that confirm the fitment and management of at least 10,000 vehicles (units) over a period of 5 years. The following information must be contained in the letter: i. Confirmation of the number of vehicles ii. The letter must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letter/s.
Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management	
1.	**Reference letters:**

Initials_____

	The bidder must submit at least two (2) reference letters, confirming experience in the development of fleet-related IT systems. The following information must be contained in the letters: i. Confirmation of services rendered where fleet-related IT development was a requirement. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's, physical and postal address, telephone, email details, and the capacity of the person signing the letters.
Category E: Auctioneering Services	
1.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of no less than R10 million.
2.	**Reference Letters:** The bidder must submit at least three (3) reference letters confirming experience in conducting similar projects. The reference letters must clearly indicate that the bidder has auctioned a minimum of 150 vehicles, either on multiple occasions or during a single auction event. The following information must be contained in the reference letters: i. Confirmation of auctioneering services and the number of vehicles auctioned. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letters.

PART B

7.4.11 **SYSTEM MANAGEMENT SOLUTION REQUIREMENTS**

7.4.12 Part B is only applicable to bidders who offered a bid for category A and C and have complied with Part A for categories A and C. During this evaluation phase, bidders' responses will be evaluated based on their system capacity and capability.

7.4.13 **Demonstration of system capacity and capability**

7.4.13.1 Shortlisted bidders will be required to demonstrate their system capabilities as part of the evaluation process. The National Treasury will notify shortlisted bidders of the date and time of their live demonstration, which will be held physically at the premises of the bidder. Bidders are advised to be prepared to present and demonstrate as required at any time after the closing date and time of the bid, as scheduling will be at the discretion of the National Treasury.

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7.4.13.2 The bidders' system must be fit for purpose. The table below will serve as the basis for confirming the technical requirements during Part B of the evaluation process, as outlined in the Special Conditions of Contract for Category A and Category C. The bidder will be required to conduct a live demonstration and presentation of their system, addressing each of the requirements listed below.

7.4.13.3 Only the bidders that fully comply with all the technical system requirements listed in the table below (Table 4: Technical System Requirements) will be considered and proceed to Phase 4.

7.4.13.4 Where the minimum requirements outlined in this document are already fulfilled by the bidder, such features should be demonstrated as part of the live demonstration.

7.4.13.5 In cases where a requirement is unique to this contract or not currently supported by the bidder's system, the bidder must address this in their presentation, outlining the necessary developments and providing a detailed plan with time frames for how these will be implemented.

7.4.13.6 Technical System Requirements:

Table 4: Technical System Requirements for Part B Evaluation

#	SOLUTION TECHNICAL SYSTEM REQUIREMENTS
Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	
1.	New Customer / Loading of End User
	Demonstration of the process for loading a new client and capturing information. Minimum requirements: a) **Name of entity**: Include reference to the levels of reporting as per the SCC. b) **Address**: Full address details of the entity. c) **Names and contact details of officials**: Capture and verify the names and contact information of relevant officials. d) **Verification of billing cut-off dates**: Ensure billing cut-off dates are accurately verified. e) **Billing details**: Capture billing details in accordance with the defined levels. f) **Mandate details management**: Capture and manage mandate details in compliance with Section 15 of Annexure B
2.	Onboarding of vehicles
	Demonstration of how an asset / vehicle is imported or captured onto the maintenance system with all the relevant fields. a) **Relevant fields to be captured:** b) **Vehicle Identification Number (VIN)**: Unique identifier for the vehicle. c) **Asset/Vehicle type**: Classification of the vehicle (e.g., sedan, truck, etc.). d) **Make and model**: Manufacturer and model of the vehicle.

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	e) **Engine number:** Unique identifier for the engine. f) **Registration number:** Vehicle's registration number. g) **Date of registration:** Date when the vehicle was registered. h) **Vehicle colour:** Colour of the vehicle. i) **Odometer reading:** Current mileage or usage of the vehicle. j) **Service history:** Record of past maintenance and repairs. k) **Owner/Assigned Department:** Name of the vehicle owner or the department responsible. l) **Maintenance schedule:** Frequency and type of services required (e.g., oil, service/ maintenance intervals, change, tyre rotation). m) **Maintenance and Service plans:** Should have the details of all maintenance and service plans. n) **Vehicle status:** Current operational status (active, inactive, in service, etc.). o) **Part numbers (Such as serial numbers on batteries etc.)** p) **Parts warrantees:** Warrantees on parts fitted during service, maintenance or repairs
3.	Onboarding of merchants
	Demonstration: Process for importing or capturing merchant details onto the maintenance system **Minimum Requirements:** a) **Merchant name:** Full name of the merchant or service provider. b) **Contact details:** Including phone numbers, email addresses, and primary point of contact. c) **Address:** Full physical address of the merchant. d) **GEO location:** Geographical location (latitude and longitude) of the merchant. e) **Capacity:** The merchant's operational capacity (e.g., number of vehicles they can service). f) **Capabilities (Specialization):** Specific areas of expertise or services the merchant specializes in (e.g., mechanical repairs, auto electrical, etc.). g) **BBBEE Details:** Information regarding the merchant's Broad-Based Black Economic Empowerment (BBBEE) status. h) **HDI Ownership Information:** Details regarding the ownership by Historically Disadvantaged Individuals (HDI). i) **Past expenditure per merchant:** Historical spending or expenditure data with the merchant.
4.	Request for Maintenance of Repairs
	End users submitting a request for maintenance or repairs **Minimum Requirements:** a) **Initiation of the transaction:** The request should be initiated through the call center, the system, or a mobile application.

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	b) **Identifying the maintenance requirement:** The system must capture the specific maintenance or repair needs as provided by the end user. c) **Identifying the merchant:** Selection of an appropriate merchant based on their capacity and capabilities to handle the requested work. d) **Obtaining a quotation:** The process must include obtaining a formal quotation from the chosen merchant for the required work. The bidder needs to indicate what measures will be implemented to meet the required time frames as per the SCC. e) **Work distribution requirements:** Detailed explanation of how the work distribution, as outlined in Annexure C, will be adhered to and met.
5.	Validation of maintenance or repair quotations
	Minimum Requirements: a) **Quotation comparison:** The received quotation from the merchant must be compared against the following criteria: b) **Electronic quoting tool/ system:** The system should provide an accurate electronic quoting tool that ensures acceptable parts pricing and labour times for the work to be undertaken. c) **Labour:** The system must have hourly labour rates to be used for benchmarking when the quotation is received – including the anticipated timeframe within which the job needs to be completed and the total price for labour. d) **Independent parts platform and pricing:** The bidder must explain how an independent parts platform will be established and maintained, and how this platform will be incorporated into the system to ensure that part prices are independent. This must include how net Original Equipment Manufacturer (OEM) pricing will be sourced. e) **Best alternate part options:** The bidder must describe how the system will determine and incorporate the best available alternate part options, where applicable. f) **Management of time and value elements:** The system must demonstrate how it manages all time and value components of the repair process, ensuring accuracy and transparency.
6.	Approval of the maintenance or repair
	Minimum Requirements: a) **End User Mandates:** The system must clearly indicate how end user mandates will be managed throughout the approval process. b) Approval process: The system must provide a method for obtaining approval from the end user, which can be via the system, email, or mobile application. c) **Communication with merchant:** Once approval is obtained, there must be a clear process for communicating the approval to the merchant and informing the end user.

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	d) **Follow-up:** A mechanism must be in place to follow up with the merchant to ensure they have received the authorization and can proceed with the maintenance or repair.
7.	Electronic accident repair quotation system
	Minimum requirements: a) **System demonstration:** The bidder must demonstrate the electronic accident repair system, addressing the following key aspects: b) **Damage Assessment:** Explanation of how the system will assess the damage to the vehicle. c) **Parts Pricing:** How the system will incorporate parts pricing into the quotation process. d) **Quotation Generation:** The method by which the system determines and generates accurate repair quotations. e) **Alternative Presentation:** If the electronic accident repair system is not part of the bidder's current system, a presentation must be provided detailing the system the bidder will implement.
8.	Vehicle inspections
	Minimum Requirements: a) **Electronic Vehicle Inspections**: The bidder must indicate how electronic vehicle inspections will be conducted, outlining the use of technology in the process. b) The system must demonstrate how it will ensure that the required time frames as set out in the SCC for inspections will be met.
9.	Merchant inspections
	Minimum Requirements: a) **Electronic Merchant Inspections**: The bidder must indicate how electronic merchant inspections will be conducted, detailing the use of technology in the process. b) The system must demonstrate how it will ensure compliance with the required time frames for completing merchant inspections.
10.	Billing
	Minimum requirements a) **Current billing to end users**: The bidder must demonstrate their current billing process to clients, including the classification of different types of transactions. b) **Billing Cut-off Dates**: The system should demonstrate how it accommodates different billing cut-off dates for various transactions. c) Levels **of Billing**: The system must indicate how it handles different levels of billing. For example, billing a National Department at the provincial level, or another entity at a regional level, should be clearly outlined.
11.	Reporting requirements
	Minimum Requirements:

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	a) Report **Generation**: The bidder must demonstrate how different reports are generated on the system, allowing for variable parameters. b) Basic **Reports**: The system must generate essential reports such as: Asset register Maintenance expenditure Types of maintenance Vehicles with services due, etc. c) **Web Interface Accessibility**: The bidder must explain how these reports will be made available to end users of the contract via a web interface, with access granted to officials at different levels. d) **User Validation**: The system must indicate how user validation will be managed through password protection, ensuring secure access to reports.
12.	Access to documentation and Audit trails
	Minimum Requirements: a) **Audit Trails**: The system must maintain audit trails to track documents and approvals throughout the process, ensuring transparency and accountability. b) **Action Logging**: Every action taken within the system must be logged securely, protecting both end users and administrators. c) **Access to transaction-related documentation**: The bidder must indicate how end users will have access to transaction-related documentation, including quotations, vehicle inspections, and approvals.
Category C and C1: **Tracking, On-Board Cameras, and Driver Management**	
1.	Vehicle Tracking:
	Minimum Requirements: a) **System 2**: • The bidder must demonstrate, on a live system, how a current vehicle is being tracked. • The system should show how speeding events are identified. • The process for setting up zones must also be demonstrated. b) **System 3**: The bidder must indicate how the requirements of System 3 are met, with the addition of some features such as: • Monitoring vehicle ignition • Battery connectivity monitoring • Monitoring of excess idling

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	• Over-revving monitoring
2.	On-Board Cameras:
	a) The bidder must demonstrate, on a live system; • How the various cameras that are fitted to vehicles are operated, including live streaming, capturing of incidents and the viewing of historical footage.
3.	Reporting requirements:
	Minimum Requirements: a) **Vehicle Tracking Reports**: The bidder must demonstrate how basic vehicle tracking reports are generated on the system, allowing for variable parameters. b) **Web Interface Accessibility**: The system must indicate how these reports will be made available to end users of the contract through a web interface, with access granted to officials at different levels. c) **User Validation**: The system must outline how user validation will be managed through password protection to ensure secure access to reports and data.

7.5 PHASE 4: PRICE AND SPECIFIC GOALS

7.5.1 Pricing Schedule and Structure Requirements

7.5.1.1 Only the bidders who have complied with all phases will be evaluated in Phase 4.

7.5.1.2 Prices quoted must be furnished based on "delivered to State facility" country-wide, inclusive of VAT. No additional costs will be considered post-award.

7.5.1.3 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule as a response to how much the items offered will be charged.

7.5.1.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.5.1.5 Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.

7.5.1.6 Conditional discounts offered will not be taken into consideration during evaluation.

7.5.1.7 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

7.5.1.8 Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.

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7.5.1.9 The State will not pay any amounts to the appointed Contractor that are not reflected on the Annexure A: Pricing Schedule at the time of bid submission.

7.5.1.10 Prices submitted for this bid must be entered in the fields provided on the pricing schedules included with the bid.

7.5.1.11 Pricing structures that do not comply with this requirement will result in the bid being invalid.

7.5.1.12 End users will have the option to select any one of the services listed in the pricing schedule and will not be required to utilise all services within a specific category of this contract.

7.5.1.13 The Total Bid Price quoted as calculated per category will be used for the evaluation of the bid and may take into consideration the statistics provided in Annexure J.

7.5.2 **Preferential Point System**

The pricing evaluation will be in terms of the Preferential Procurement Regulations as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Responsive bids will be adjudicated by the State on the 90/10 preference point system based on:

7.5.2.1 The bid price (Maximum of 90 points)

7.5.2.2 Historically disadvantaged individuals as well as specific goals (maximum 10 points)

7.5.2.3 The following formula will be used to calculate the points for price out 90:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where,

Ps = Points scored for the comparative price a of bid under consideration

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

7.5.2.4 The following goals will be used to calculate the points for specific goals out of 10 points:

Table 5: Specific Goals

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), ("the Interim Constitution") and	5

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Preference points for equity ownership by historically disadvantaged Individuals, who is a female	5
TOTAL POINTS	**10**

7.5.2.5 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.

7.5.2.6 **SBD 6.1:** Bidders are required to complete the SBD 6.1 form to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.

7.5.2.7 The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and copies of Identity Documents (ID) submitted will serve as proof of ownership and directorship of the company.

7.5.2.8 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.

7.5.2.9 The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.

7.5.2.10 Points scored will be rounded off to the nearest 2 decimals.

7.5.2.11 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

7.5.2.12 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

7.5.2.13 The following formula must be applied to calculate the number of points out of 10 for specific goals:

$$\text{PSSG} = \text{MPA} \times \frac{\text{POE}}{100}$$

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

7.5.2.14 The specific goals contemplated in the paragraph above and are related to equity ownership must be

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equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

7.5.2.15 If the percentage of ownership contemplated in the paragraph above changes after the closing date of the tender, the tenderer must notify the Office, and such tenderer will not be eligible for any preference points.

7.5.2.16 Equity in private companies must be based on the percentage of equity ownership.

7.5.2.17 Preference points may not be awarded to public companies and tertiary institutions.

7.5.2.18 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

7.5.2.19 Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.

7.5.2.20 A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.

7.5.2.21 A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.

7.5.3 Items Grouped as a Series

7.5.3.1 Items that have been grouped as a series, as indicated in the pricing schedule, will be allocated preference points for price using the total amount of the group series.

7.5.3.2 Bidders are required to offer prices for all units/items specified in the series, and for all items within a group series. Failure to give an offer for any of the items in a group series may disqualify the bidder for all the items in the group series.

7.5.4 Items to be evaluated as a group:

7.5.4.1 The following items will be evaluated as a group and bidders must price for all items per group, failure to price for all items in a group will invalidate the offer for the group in question.

#	Category	Group Number	Items
1.	Category A and A1	Group 1	RT46-01-01
			RT46-01-02
2.	Category B	Group 2	RT46-02-01

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			RT46-02-02
			RT46-02-03
3.	Category C and C1	Group 3	RT46-03-01
			RT46-03-02
			RT46-03-03
			RT46-03-04
			RT46-03-05
			RT46-03-06
			RT46-03-07
			RT46-03-08
			RT46-03-09
			RT46-03-10
			RT46-03-11
4.	Category D	Group 4	RT46-04-01
			RT46-04-02
5.	Category E	Group 5	RT46-05-01
			RT46-05-02
			RT46-05-03
			RT46-05-04
			RT46-05-05
			RT46-05-06
			RT46-05-07
			RT46-05-08

7.5.5 **Applicable Taxes**

a) All bid prices must be inclusive of all applicable taxes.

b) All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

c) Failure to comply with this condition may invalidate the bid.

7.5.6 **Cost Breakdown**

7.5.6.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered on the response fields allocated on the pricing schedule for each item offered. The cost breakdown submitted will be utilized during the price adjustment considerations.

7.5.6.2 Bidders should itemize the cost of each item into various components which are cost-drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a

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percentage of the total cost.

7.5.6.3 **Example:**

Table 6: Example of Cost Breakdown

Cost-driver	% Total Cost
Financial Services	50%
Transport	20%
Labour	15%
Insurance	15%
The total % of the item	**100%**

7.5.7 **Responsive Bids**

7.5.7.1 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure A) for the individual items and all required forms. Non-submission of the pricing schedule (Annexure A) will invalidate the bid response.

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8 PART 2: ADDITIONAL BID REQUIREMENTS

8.1 TERMS AND CONDITIONS OF BID

8.1.1 Counter Conditions

8.1.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

8.1.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

8.1.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

8.1.2 Fronting

8.1.2.1 The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

8.1.2.2 The National Treasury, in ensuring that bidders lawfully conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

8.1.2.3 Failure to do so by the bidder within fourteen (14) days from the date of notification by the National Treasury may invalidate the bid/contract and may also result in the restriction of the bidder from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

8.2 SUBMISSION OF BIDS

8.2.1 Online Bid Submission

8.2.1.1 Bidders must submit their bids online through the eTender Publication portal.

8.2.1.2 Manual or hardcopy bids are not acceptable.

8.2.1.3 The online eTender publication portal can be accessed on the following link:

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https://www.etenders.gov.za/

8.2.1.4 The link to the guide for online bid submissions is: https://youtu.be/B7pNseNJYHM

8.2.1.5 Bidders must adhere to all the rules for the online bid submission.

8.2.1.6 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.

8.2.1.7 The Pricing Schedule (**Annexure A**) should be in an XLSX excel sheet format and not any other format.

8.2.1.8 As this bid is based on different categories, bidders must submit all the required documentation for which they are bidding.

8.2.1.9 Non-compliance with online bid submission WILL invalidate the bidder's response.

8.2.2 **Late Bids**

8.2.2.1 Bids submitted after the closing date and time will NOT be accepted for consideration.

8.3 **COMMUNICATION AND CONFIDENTIALITY**

8.3.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and before the award of the transversal contract, or extend the validity period of the bid, if necessary.

8.3.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

8.3.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors, will not be liable concerning any information communicated which is not accurate, current, or complete.

8.3.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).

8.3.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

8.3.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.

8.3.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the

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National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).

8.3.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for developing a response to this bid.

8.4 CONTACT DETAILS

8.4.1 **General: -** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Church Square, Pretoria

8.4.2 **Bid Enquiries: -** All inquiries should be in writing to Erica.Dennis@Treasury.gov.za. The closing date for receipt of all inquiries is **30 July 2025**. All inquiries beyond the closing date will not be considered.

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9 PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

9.1 Once the evaluation process is complete, there will be a recommendation report by the Bid Evaluation Committee (BEC) to the Bid Adjudication Committee (BAC), which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.

9.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the Transversal Contracting Agreement (TCA) for the provision of vehicle fleet management services to the State of this bid, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.

9.3 Tax Compliance Requirements

9.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

9.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.

9.3.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD or SARS.

9.3.4 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or SARS.

9.4 Multiple Award

9.4.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. Benchmarking will be applied to ensure that pricing is affordable, market-related, and aligned with end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC.

9.5 Negotiations

9.5.1 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

9.6 Due Diligence

9.6.1 The State may conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence

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process, the information submitted by the bidder is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

9.7 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

9.8 **Right of Award**

9.8.1 The State reserves its following rights -

9.8.1.1 To award the bid in part or in full,

9.8.1.2 Not to make any award in this bid or accept any bids submitted,

9.8.1.3 To award Categories in whole and not on item level,

9.8.1.4 Request further technical information from any bidder after the closing date,

9.8.1.5 Verify information and documentation of the bidder(s),

9.8.1.6 Not to accept any of the bids submitted,

9.8.1.7 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and

9.8.1.8 If an incorrect award has been made to remedy the matter in any lawful manner, it may deem fit.

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SECTION C: CONDITIONS OF CONTRACT

10 CONCLUSION OF CONTRACT

10.1 The Contract between National Treasury and the preferred bidder/s (Service Provider), collectively referred to as the Parties, shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

10.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT46-2026 is concerned:

10.2.1 Bid Documents

10.2.2 Letter of Appointment

10.2.3 Award Documents

10.2.4 Transversal Contracting Agreement (TCA)

10.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term "service provider "shall refer to the preferred bidder appointed in terms of the RT46-2026 transversal contract.

11 PARTICIPATING STATE INSTITUTIONS

11.1 This transversal contract RT46-2026 is intended to be utilised by various organs of the State as listed below:

Table 7: Participating Government Institutions

#	DEPARTMENT NAME
1.	Department of Correctional Services
2.	Department of Defence: South African Military Health Service
3.	Department of Electricity and Energy
4.	Department of Tourism
5.	Department of Transport
6.	Gauteng Department of Roads and Transport
7.	G-Fleet Management
8.	KwaZulu Natal Agriculture and Rural Development
9.	KwaZulu Natal Department of Community Safety and Liaison
10.	KwaZulu Natal Department of Cooperative Governance and Traditional Affairs

Initials_____

#	DEPARTMENT NAME
11.	Kwa-Zulu Natal Department of Economic Development, Tourism & Environmental Affairs
12.	Kwa-Zulu Natal Department of Education
13.	Kwa-Zulu Natal Department of Health
14.	Kwa-Zulu Natal Department of Human Settlements
15.	Kwa-Zulu Natal Department of Public Works
16.	Kwa-Zulu Natal Department of Social Development
17.	KwaZulu Natal Department of Sport, Arts and Culture
18.	KwaZulu Natal Department of the Premier
19.	Kwa-Zulu Natal Legislature
20.	Kwa-Zulu Natal Provincial Treasury
21.	KwaZulu-Natal Department of Transport
22.	Limpopo Department of Agriculture and Rural Development
23.	Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs
24.	Limpopo Department of Economic Development, Environment and Tourism
25.	Limpopo Department of Health
26.	Limpopo Department of Social Development
27.	Limpopo Department of Transport and Community Safety
28.	Limpopo Provincial Treasury
29.	Mpumalanga Department of Health
30.	North West Cooperative Governance & Traditional Affairs
31.	North West Department of Community Safety and Transport
32.	North West Department of Education
33.	North West Department of Human Settlements
34.	North West Department of Public Works and Roads
35.	North West Provincial Treasury

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12 POST-AWARD PARTICIPATION

12.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government may send an application to the National Treasury post-award to request participation in the transversal contract.

12.2 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions, and public entities listed in schedules 1, 3A, and 3C to the PFMA may opt to participate in a transversal contract facilitated by the relevant treasury.

12.3 Regulation 32 of the Municipal SCM Regulations provides that a Supply Chain Management policy may allow the accounting officer to procure goods or services for a municipality or municipal entity under a contract secured by another organ of the state.

12.4 National Treasury will only approve the application for participation upon confirmation being provided that funds are available and that the funds are ringfenced for services as set out in this contract. Non-payment by the entity for a period of 90 days may revoke the approval granted for participation.

13 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

13.1 Contract Administration

13.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts2@treasury.gov.za

13.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

13.2 Supplier Performance Management

13.2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, the National Department of Transport, together with the National Treasury: Transversal Contracting, must be contacted for corrective actions.

13.2.2 Supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.

13.2.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.

13.2.4 Successful suppliers will have their performance scored. National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may

Initials_____

have the transversal contract terminated before the end of the transversal contract period.

14 CONTRACT PRICE ADJUSTMENT

14.1 Formula

14.1.1 Prices submitted for this bid will be regarded as non-firm and may be subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods.

14.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

14.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 8: Contract Price Adjustment Formula

$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + \ldots\ldots + Dn\frac{Rnt}{Rno}\right) + VPt$		
Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

14.2 Formula component definitions

14.3 Adjustable amount

14.3.1 The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid, the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

14.4 Fixed portion

14.4.1 The fixed portion represents those costs that will not change over the adjustment period and do NOT

Initials_____

represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract periods.

14.5 **Cost components and proportions**

14.5.1 The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the following cost components will be used to calculate contract price adjustments.

14.5.2 Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

14.5.3 Successful bidders who are direct importers of raw material / finished products can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

Table 9: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Financial services	
D2 - Transport	
D3 – Labour	
D4 – Insurance	
TOTAL (Cost components must add up to 100%)	**100**

14.6 **Applicable indices/references**

14.6.1 The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid, the following indices or references will be applicable:

Table 10: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Financial Services	STATS SA Statistical release P0141 (CPI Publication) Table E	Insurance and financial Services- **Financial services**

Initials_____

Cost component	Index Publication	Index Reference
D2 - Transport	STATS SA CPI PO141 Table E	Transport - **Other goods and services**
D3 - Labour	STATS SA CPI PO141 Table E OR Labour Agreement	**All items** OR Labour agreement to be provided
D4 – Insurance	STATS SA CPI PO141 Table E	Insurance and financial Services - **Insurance**

14.7 **Base index date**

14.7.1 The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **June 2025.**

14.8 **End index date.**

14.8.1 The end index dates are the dates at predetermined points in time during the contract period. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).

14.9 **Price adjustment periods**

14.9.1 Price adjustment shall be applied on an annual basis at the anniversary of the transversal contract from the closing date of the bid.

Table 11: Price Adjustment Period

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates *from* which adjusted prices will become effective
1st Adjustment	1 March 2027	January 2027	1 April 2027
2nd Adjustment	1 March 2028	January 2028	1 April 2028
3rd Adjustment	1 March 2029	January 2029	1 April 2029
4th Adjustment	1 March 2030	January 2030	1 April 2030

Initials_____

14.10 General

14.10.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.

14.10.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

14.10.3 CPA application will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

14.10.4 If the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.

14.10.5 Bidders are referred to in the paragraph regarding counter conditions.

14.10.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.

14.10.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

15 DELIVERY ADHERENCE, ORDERS AND PAYMENTS

15.1 Orders

15.1.1 Contractors should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.

15.1.2 Contractors should note that the order(s) will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant purchasing State institution(s).

15.1.3 The instructions appearing on the official order form regarding the supply, dispatch, and submission of invoices must be strictly adhered to, and under no circumstances should the Supplier deviate from the orders issued by the purchasing State institutions.

15.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

15.2 Leases

15.2.1 Where the State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the contractor to the recipient/end-user at the end of the lease.

15.2.2 The contractor carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.

15.2.3 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the contractor's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.

Initials_____

15.3 **Continuity of Supply**

15.3.1 The contractor must ensure that it meets the demand of services throughout the contract and inform the National Treasury at first-hand knowledge of any circumstances that may result in interrupted supply, including but not limited to:

15.3.1.1 Industrial action,

15.3.1.2 Any other supply challenges.

15.3.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserve the right to purchase outside of the contract to meet its requirements if:

15.3.2.1 The contracted supplier fails to perform in terms of the contract.

15.3.2.2 The item(s) are urgently required and not immediately available.

15.3.2.3 In the case of an emergency.

16 NON-PAYMENT AND TERMINATION OF SERVICES

16.1 **Payment terms:**

16.1.1 End users will pay as required and as prescribed by Treasury Regulation 8.2.3, within 30 days of receipt of invoice.

16.2 **Invoice dispute process**

16.2.1 The contractor shall supply an invoice with all the required supporting documentation to the end user to effect payment. The end user department can withhold payment where the supporting documentation does not correspond to the invoice provided.

16.2.2 Where the end user does not agree with a specific transaction, the end user shall request the contractor to remove such transactions or a credit note for the disputed transactions, while the dispute resolution procedure is followed.

16.2.3 The end user will pay for all transactions correctly reflected on the invoice.

16.3 **Escalation and termination of services**

16.3.1 The Contractor must escalate any non-payment by an end user in line with the mandate document signed by the end user.

16.3.2 The Contractor must issue a letter to the relevant end user, for the attention of the Accounting Officer and Chief Financial Officer of the end user and copy National Treasury and the National Department of Transport, where payment was not received within 60 days.

 Initials_____

16.3.3 The Contractor will need to inform the relevant Accounting Officer and the Chief Financial Officer, National Treasury and the National Department of Transport of their intention to terminate services to a specific client, seven days prior to the cut-off date.

16.3.4 The Contractor can, after following the above process, terminate all services to the end user upon not receiving payment for 90 days, unless alternative arrangements can be made by the end users.

17 RISK MANAGEMENT

17.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:

17.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.

17.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.

17.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.

17.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.

17.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.

17.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.

17.8 The Change Control shall adhere to the following format:

17.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, I.e. Change Control 1 of 2025.

17.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.

17.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.

Initials_____

18 COPYRIGHT AND OWNERSHIP OF DOCUMENTS AND DATA

18.1 All documents and information produced by the Contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyright and ownership of documents shall vest with the State.

18.2 The Contractor, including its employees and agents, shall, on oral or written request from the State, submit any documentation and materials to the State within 24 hours of such request.

18.3 The State is, and remains, the sole owner of all data generated by the execution of this contract. The Contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from the National Department of Transport or the Provincial Transport Departments, where applicable.

18.4 All data generated through the execution of the contract remains the property of the State. The Contractor shall endeavour to make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format, and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.

18.5 Any use of the data generated through the contract for any other use than the execution of the contract will need to be approved by the National Department of Transport.

18.6 The State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the Supplier to the recipient/end-user at the end of the lease.

18.7 Supplier carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.

18.8 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the Supplier's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.

19 SECURITY AND CONFIDENTIALITY OF DATA

19.1 The Contractor undertakes to disclose information related to or generated through this contract only to the parties stipulated in the contract, both during the contract period and subsequently.

19.2 Information may only be disclosed to outside sources with the prior, written approval from the National Department of Transport or the Provincial Transport Departments or the end user, where applicable.

19.3 The Contractor shall ensure that all information made available online to end users of the contract is secured by the use of usernames and passwords and will allow individuals to reset the passwords in a way that is user-friendly.

 Initials_____

19.4 To protect the database relating to the State's fleet contract, the Contractor shall have in place, and shall maintain, suitable backup procedures and system recovery plans to protect data. The Contractor shall back up all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the Contractor.

19.5 In the event that the system recovery plan needs to be implemented, the Contractor will need to ensure that operational capability is restored within a period of 12 hours, with full access to reporting and all other requirements of the contract within a period of 48 hours.

19.6 All successful Contractors shall be subject to SSA clearance process, which will be facilitated by the State. Should the Contractor's clearance have a negative outcome, the State shall terminate this Contract with immediate effect.

20 CHANGE CONTROL

20.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:

20.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.

20.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.

20.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.

20.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.

20.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.

20.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.

20.8 The Change Control shall adhere to the following format:

20.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, i.e., Change Control 1 of 2025.

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20.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.

20.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.

21 REPORTING AND FEEDBACK MEETINGS

21.1 The contractor must provide feedback and relevant reports to National Treasury, the National Department of Transport, other national departments, the Coordinating Committee of Government Motor Transport (CCGMT), the Mechanical Services Sub-Committee (MSSC), the provincial transport officer forums, provincial transport departments and end-user departments as and when required.

22 DELAYS AND/OR UNSATISFACTORY PERFORMANCE

22.1 The Contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this Contract and within the delivery times or periods as agreed to between the parties.

22.2 In the event of any delay and/or failure to perform in accordance with specifications as set out in this Contract or where an emergency situation arises, and/or where the End User deems it necessary to obtain the services in terms of this Contract however the said services are not readily available from the Contractor, the End User reserves the right to procure such services outside this Contract from any party, and the End User shall be relieved of its obligations to the Contractor with regard to the services or the portion thereof so procured outside this Contract. End users shall obtain written approval from the National Treasury, prior to any procurement outside of the contract.

22.3 If at any time during the performance of the services, the Contractor, its agents or subcontractor(s), should encounter conditions impeding specific and/or timely delivery of services, the Contractor shall promptly notify the End User in writing of that fact, the likely duration and/or its cause(s). As soon as practical after receipt of the Contractor's notice, the End User shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance or opportunity to comply with specifications, with or without the imposition of penalties.

23 ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

23.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the National Treasury in writing 90 days before such event of relevant details.

23.2 Assignments of Contract

23.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the

Initials_____

services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.

23.2.2 Assignment of contracts is therefore not allowed as it will be contrary to principles of section 217 of the Constitution, particularly fairness, transparency, and competitiveness.

23.3 Cession of Contracts

23.3.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. cession will be limited only to those cession agreements in favour of registered Financial Services Providers (FSP) and state institutions established for the express purpose of providing funding to businesses and entities (State Institutions).

23.3.2 The written request for cession must be made by the service provider and not a third party, and the written request by the service provider must be accompanied by the cession agreement.

23.4 Changes in the Service Provider Contact Details

23.4.1 A contracted supplier must inform the National Treasury within 7 days of any changes of address, name, and or contact details.

24 POST-AWARD SERVICE COMPLIANCE PROCEDURES

24.1 Contractors must ensure services are delivered in accordance with the contract and relevant quality standards throughout the contract period. Where the is a justified concerns regarding service delivery standards and quality of work, the State reserve the right to request the supplier (at its own cost) to remedy the matter.

24.2 The State reserve the right to conduct any site inspection directly or through a third party appointed by the state.

25 REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS

25.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their compliance status on the Central Supplier Database managed by the National Treasury.

25.2 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.

25.3 Suppliers must ensure that they register with all the participating institutions the items that they have been awarded in the contract. Suppliers must take note that the participating institutions have different systems that they use internally to capture awarded contract information, including that of awarded suppliers.

25.4 Failure to meet this requirement will result in an inability to process orders and payments for goods.

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26 MONITORING

26.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, or by a service provider appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

26.1.1 Compliance with delivery lead times.

26.1.2 Percentage of orders supplied in full the first time.

26.1.3 Compliance with reporting requirements according to the reporting schedule.

26.1.4 Attendance of compulsory meeting: The National Treasury holds compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.

26.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).

26.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.

26.4 The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.

26.5 Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.

26.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.

26.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za

26.8 Detailed reporting requirements from Suppliers will be provided to the awarded Suppliers.

27 POST AWARD SERVICE COMPLIANCE

27.1 It remains the responsibility of the Contractor to ensure that all legislative requirements are met. The Contractor should make available such documentation to the National Treasury: Contract Management office within 30 (thirty) days of being requested to do so, failing which the Contractor shall be held to be in breach of the Contract. The State reserves its right to terminate the Contract should the Contractor fail to remedy such breach as per the provisions of this Contract.

28 QUALITY ASSURANCE

28.1 The Contractor must ensure that its services comply with all applicable legislation with particular reference to Clause 2: Legislative and Regulatory Framework at all times during the Contract period.

Initials_____

29 INSPECTION AND AUDIT

29.1 The State reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.

29.2 The cost of inspections and audits shall be borne by the Contractor where the State can provide reasonable grounds to prove inaccuracy of information provided by the Contractor or deliberate misrepresentation by the Contractor. Reasonable grounds will be, but are not limited to, where incorrect data was provided to the end user for two reporting periods.

29.3 The State reserves the right to conduct audits on the status of the contract, and the Contractor shall provide any assistance free of charge that may be required in this regard.

29.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

29.5 The Contractor will be required to conduct periodic audits, as agreed upon with the National Department of Transport. These audits must be carried out by an independent third party appointed by the Contractor and may include reviews of transaction flows, operational processes, and measurements against the contract requirements.

30 INSURANCE AND INDEMNITY

30.1 The Contractor must obtain sufficient professional indemnity insurance whereby the State is indemnified against any claim of whatever nature and however arising out of any wilful or negligent action or omission of the Contractor, its employees, subcontractors, and assignees.

30.2 In the event that any legal action, based on the wilful or negligent action or omission of the Contractor, its employees, subcontractors and assignees, is brought against the State, the State shall be entitled, inclusive, to recover from the Contractor the legal fees and disbursements on an attorney-client scale.

31 TERMINATION

31.1 Termination of Contract

31.1.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

31.1.2 The Supplier decides to transfer the contract or cede the contract.

31.1.3 The supplier does not honour contractual obligations, including the submission of information.

31.1.4 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.

31.1.5 The supplier enters settlement arrangements with their creditors.

31.1.6 The supplier commits an act of insolvency.

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31.1.7 If the supplier is a member of an unincorporated joint venture or consortium, and the membership of such joint venture or consortium changes.

31.1.8 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State.

31.1.9 Overall poor performance rating during the contract period.

END

Initials_____

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
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30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual

for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

ANNEXURE B:

CONTRACT DELIVERABLES AND SERVICE REQUIREMENTS

RT46-2026

APPOINTMENT OF CONTRACTORS FOR VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS

01 APRIL 2026 TO 31 MARCH 2031

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1 INTRODUCTION

1.1 This document outlines all deliverables that must be rendered by the appointed contractors as part of the contractual agreement. This document details the specific services, performance requirements and responsibilities to ensure effective delivery and compliance throughout the contract period.

2 GOVERNMENT STRUCTURES

The government utilises different operating models to optimally manage its vehicle fleet as follows:

2.1 Trading Accounts

2.1.1 Under a trading account, the Provincial Department of Transport is responsible for the procurement, maintenance, and repairs of vehicles. These vehicles are rented out to other government departments within the province at a monthly, weekly, or daily rate.

2.1.2 The trading account will be responsible for making payments to the appointed Contractors. This model is currently implemented in the Free State, Gauteng, Northern Cape, and Eastern Cape provinces.

2.1.3 In some instances, provincial departments procure their own services and do not utilise the trading entity within the province.

2.2 Budget Method

2.2.1 Provinces that operate on the budget method require each end-user department to be responsible for its own vehicle costs.

2.2.2 Each department will procure its own vehicles, maintain and repair them based on their allocated budget, and will need to be billed separately.

2.3 National Department

2.3.1 The National Departments operates throughout the country. The Contractor will be required to bill either at the national level, per province, or per region, as determined by each National Department.

3 CONTRACT IMPLEMENTATION

3.1 To ensure uninterrupted services to the State, the implementation must commence on the date of the acceptance letter being issued by the National Treasury to the successful bidders.

3.2 The Contractors must ensure that they have sufficient resources allocated to ensure that the various deliverables of the implementation plan are completed before the commencement of the contract on 01 April 2026.

3.3 Detailed contract implementation plans will be agreed to between the National Department of Transport and the contractors awarded in each category.

Initials_____

3.4 Some of these implementation activities will include the transfer and integration of data, opening of provincial offices, ordering of stock, onboarding of merchants and merchant inspections.

3.5 The State will not be liable for any payments during the implementation phase of the Contract. Payments will only be affected for services rendered as from 01 April 2026.

4 APPOINTMENT OF END-USER REPRESENTATIVES

4.1 Each participating department shall appoint and have the right to assign its employees as representatives to monitor the execution of work and services under this contract, as the department deems appropriate.

4.2 The appointed contractors shall, within a reasonable time, make all relevant documents, writings, and technical data available to such representatives in accordance with this contract and provide all necessary assistance.

4.3 The appointed contractor shall designate its own representatives to whom all queries or correspondence regarding work carried out under this contract shall be directed.

4.4 All communication not of a confidential nature may be made by telephone and, if necessary, shall be followed by written confirmation either by letter or email within 48 (forty-eight) hours thereafter.

4.5 The appointed contractor shall indicate the persons appointed to act as representatives between the participating department and the appointed contractors.

5 END USER TRAINING

5.1 During the period of the contract, the Contractor shall provide training on an ad-hoc basis across the country to government officials, in consultation with the end users of the contract.

5.2 Continuous training shall be provided at different levels to accommodate administrative, operational staff, and managers.

5.3 Regular training courses shall cover all related systems, processes, and fleet management principles and procedures relevant to this contract, and may include the following:

5.3.1 General fleet management concepts;

5.3.2 System training, including the purpose and method of accessing management reports;

5.3.3 The implications of any system changes;

5.3.4 Risk management.

5.4 The training programs shall be finalised with the successful bidders within three (3) months post-award. The Contractor shall provide the State with a manual detailing systems and procedures related to the contract.

 Initials_____

5.5 Where required, the training shall be provided on-site.

5.6 This training shall be provided to the State as part of the contract and at no additional cost to the State.

5.7 The Contractor shall provide training at the premises of the various end users of this contract on a continuous basis from the commencement of the contract. This shall be provided for all nominated State officials on the "best practices" within the practice of fleet management at no additional cost to the State.

5.8 The Contractor shall provide detailed reporting on all training undertaken. This report shall include information such as the type of training provided, the names of the officials trained, the dates of training, and the venues.

6 USER SATISFACTION SURVEY

6.1 The Contractor must conduct an annual web-based user satisfaction survey aimed at measuring user satisfaction with the services provided by the contractor. The survey must include a proposed user satisfaction index and a schedule of user satisfaction criteria. It will assess user satisfaction levels through a representative sample and cross-section of users.

6.2 The State may also require the user satisfaction survey to be conducted manually if it is determined that the web-based survey is not representative.

6.3 The State must approve the questions to be used in the User Satisfaction Survey prior to its annual conduct.

6.4 All callers utilising the call centre must have the option to score or evaluate the service received once the call has been completed.

6.5 The user satisfaction survey, which should be included in the annual report to the State, should be conducted in accordance with:

6.5.1 Merchants (where applicable)

6.5.2 Government user departments

6.5.3 Provincial Departments of Transport

7 PENALTIES

7.1 Failure to render the services as set out in this contract to the acceptable levels will constitute a breach of contract, which may lead to termination of the contract or the imposition of penalties for the provision of substandard services.

7.2 The acceptable level for all services in the contract is outlined in Annexure F, also referred to as the penalty schedule.

Initials_____

7.3 Feasible timeframes will be negotiated with the Contractor prior to signing the Service Level Agreement, but the penalty amounts will not be subject to negotiation.

7.4 The following process will apply for departments to levy penalties for the non-delivery of services or the provision of substandard services to the end-user departments, as per the penalty schedule:

7.4.1 The end-user department shall send a letter to the Contractor, copying the National Department of Transport, quoting the relevant clause of the Service Level Agreement, specifying the service that was not rendered, along with all supporting documentation substantiating the claim.

7.4.2 The Contractor will have seven (7) working days to respond to the claim in writing, should they not agree with the service failure, and provide any substantiating documents in their response.

7.4.3 The end-user department will have seven (7) working days to either agree with the Contractor's claim that the penalty should not be levied or confirm the penalty in writing. Any disputes will be referred to the National Department of Transport or any committee or party nominated by them.

7.4.4 Upon agreement of the penalty, the Contractor shall issue a credit note for the full amount of all penalties imposed and finalize it in the billing for the following month. Additionally, the end-user department and the National Department of Transport shall be provided with a full report on all penalties where the process has been concluded, corresponding to the amount reflected on the credit note.

7.4.5 In the event that the Contractor provides information claiming that the service was delivered, the end-user department will have seven (7) working days to either agree with the Contractor's claim or issue a letter to the Contractor stating that the service failure needs to be rectified in accordance with the requirements of the Service Level Agreement.

7.4.6 Should the Contractor fail to rectify the service failure within the required time frame, the end-user department shall confirm the penalty in writing. Any disputes will be referred to the National Department of Transport, which will act as the mediator/arbitrator of such disputes, or to any committee or other party nominated by them.

7.4.7 Upon agreement of the penalty, the Contractor shall issue a credit note for the full amount of all penalties imposed and finalize it in the billing for the following month, along with providing a report to the end-user department. Failure to do so will result in interest being charged on the outstanding amount until the credit note is received.

7.4.8 Consistent or continuous failure by a Contractor to rectify specific service failures can constitute a breach of contract and can lead to contract termination.

7.5 The same process will apply for all penalties issued by the National Department of Transport, with the exception that all amounts will be directly paid to the National Department of Transport or, alternatively, credited to the end users of the contract.

Initials_____

7.6 The Contractor must report on a quarterly basis on all penalties that were finalised during that period.

8 CONTRACT LEAD OUT PROCESSES

8.1 The contract lead-out process will commence a year prior to the contract end date or as soon as the new contractor is appointed.

8.2 As part of the lead-out process, all outstanding invoices must be submitted to end-user departments for payment within a period of 180 days from the date of contract termination.

8.3 The State will not be liable for any invoices received after 180 days of the contract termination date.

8.4 All data related to vehicles that are currently in the process of repair, where vehicles are at the merchant, where vehicles have been approved for repairs or where outstanding approvals are awaited.

8.5 The Contractor shall assist the newly appointed contractor by running parallel system testing and various testing reports to ensure that the data is transferred correctly to the system of the newly appointed contractor.

8.6 Where any approvals were granted by the Contractor, such transactions must be finalised by the Contractor, or an alternative arrangement must be made with the newly appointed contractor in consultation with the State.

8.7 The Contractor shall make at least the following data, as generated during the execution of the contract or as received from previous contractors, available to the State or any other third party as nominated by the State in the agreed-upon format:

8.7.1 All data shall be made available electronically in a mutually agreed format.

8.7.2 Detailed transactional data per vehicle, including historical transactions, shall be made available to be uploaded onto the system of the new contractor.

8.7.3 All Life to Date data per vehicle to be made available to the new contractor or any other party as nominated by the state, with clear explanations of every data field.

8.7.4 List of all user departments, including contact details.

8.7.5 All process flows as developed by the Contractor during the contract period as approved by the Department of Transport.

8.7.6 All information and data transfer must be done within a period of 30 days.

8.7.7 Merchant information to be transferred includes the name of the merchant, the contact details, amounts spent at the merchant, physical address, geographical data and the competencies of the merchant.

8.7.8 All information related to vehicle and part warrantees.

 Initials_____

8.8 At the end of the contract period, the Contractor shall assist the State by providing all information that will assist in the transition between the current contractor and the new contractor.

8.9 The Contractor shall retain all data in a manner that is accessible to the end users of the contract, such as a data portal, for a period of 2 years after the end date of the contract. This data must be accessible to the end users of the contract.

Initials_____

CATEGORY A AND A1: MANAGED, MAINTENANCE, REPAIRS, ACCIDENT REPAIRS, DATA INTEGRATION AND REPORTING

9 INTRODUCTION TO REQUIREMENTS

9.1 The state requires a comprehensive managed maintenance solution for its entire fleet. The appointed Contractor will be responsible for ensuring that the state's fleet is effectively managed and maintained, with all necessary repairs and accident-related repairs being conducted.

9.2 Category A and A1 will require the contractor to develop and maintain a fleet management system that enables the State to manage various fleet processes. The category will be divided into Category A and A1 and will need to accommodate users with varying maintenance requirements and processes such as law enforcement.

9.3 The maintenance management functions will encompass all aspects of maintenance, repairs, accident repairs, vehicle inspections, merchant payments, billing to end users, and the provision of support services, including a call centre and provincial offices.

9.4 The Contractor will be tasked with ensuring cost-effective fleet management for the state, including integrating data from all Contractors, conducting management reporting, performing fleet analysis, identifying trends, and minimizing risk.

9.5 The State requires a web-based solution for the seamless uploading of data obtained from Categories B to E of this bid into a unified fleet reporting platform. The contractor is further expected to integrate data from the different categories into meaningful and advanced fleet management reports that will assist Fleet Managers with decision-making on both operational and strategic levels.

9.6 Reports should be available per end user and should include reports provided by the individual categories as standard reports. The system should also be able to generate a high-level overview of the government fleet activities for the National Department of Transport (NDOT).

9.7 The Contractor appointed under Category A must provide the reports on all users of the contract for all categories, irrespective of them not making use of the services as set out in Category A or A1. Some users may only make use of a fuel card or a tracking device. Such information shall be incorporated into a single reporting platform.

9.8 Data transfers from the Contractors appointed under Categories B to E should allow for "real-time" reporting to the State.

9.9 Management and inspection of merchants.

 Initials_____

9.10 Pre and Post inspection of vehicles

9.11 The payment of merchants and billing to end user departments.

9.12 Providing support services such as a call centre and provincial offices.

9.13 The platform should make provision for mobile friendly web access or an Android and IOS Application through which fleet information can easily be accessed and approvals for maintenance and repair transactions can be granted.

9.14 The contractor must have the required systems in place to ensure the sharing of large data sets or information. This can be done through a self-service portal or a data sharing platform.

9.15 The contractor must ensure that measures are in place to ensure the accuracy of data. This must be done through regular system and data audits.

10 CAPACITY

10.1 The Contractor must ensure that they have sufficient capacity for the fulfilment of the requirements of the contract. To this end, the Contractor must appoint a dedicated individual as a Contract manager.

10.2 Where any key staff member is not available to perform services due to unforeseen circumstances, the contractor must provide a replacement with relevant qualifications and experience to guarantee the same standard of work. This should be done in such a manner that there is no lapse in the service levels to the end users.

10.3 Where any identified key staff member is not available the Contractor shall appoint and interim staff member to fulfil their functions. Where it is the Contract Manager, the Contractor shall notify the Department of Transport within 7 days. For any other key staff member, the Contractor shall notify the end user within a period of 7 days.

10.4 The state reserves the right to verify all qualifications and conduct reference checks to prove relevant experience of any staff member of the contractor.

10.5 The State reserves the right to request the contractor to replace or rotate a key staff member due to poor performance or where such a staff member fails to deliver on certain tasks.

11 MAINTENANCE AND REPAIR CALL CENTRE

11.1 A maintenance and repair call centre facility must be implemented by the Contractor at no additional cost to the State to manage the maintenance and repair of all vehicles and road construction plant and equipment.

11.2 **Functions of the Call Centre**

Initials_____

11.2.1 In order for the supplier to meet the requirements, the following functions must be provided in the maintenance and repair call centre:

11.2.1.1 Answering of calls

11.2.1.2 A "fast call" option where maintenance transactions are fast-tracked for the repair of all Emergency Medical Services vehicles and vehicles identified as VIP by the end user departments.

11.2.1.3 Maintenance, repairs and accident repairs of all vehicles, road work, equipment and construction plant.

11.2.1.4 Arranging roadside assistance where required.

11.2.1.5 After hours, the call centre must assist in terms of the management of accidents, roadside assistance, break down, towing and minor repairs.

11.2.1.6 Provide technical guidance to officials.

11.2.1.7 Deal with queries from merchants, suppliers and end user departments.

11.3 **Call Centre Requirements**

11.3.1 The Contractor will be required to appoint a suitably qualified and experienced maintenance call centre manager. The confirmation of maintenance call centre management, including the type and size of contracts that are/were managed currently or previously, must be submitted as part of the bid as proof of experience.

11.3.2 Call centre staff must have knowledge of the geographical areas they are assigned to, ensuring effective service delivery and familiarity with local requirements.

11.3.3 The Maintenance call centre should have adequately trained and skilled staff, trained in mechanical, artisan, or technical fields related to motor vehicles or construction plant, depending on the function they are assigned to.

11.3.4 Provision should be made for the appointment of Construction Plant Artisans or individuals with similar skills. An undertaking to appoint or the qualifications of the individual appointed must be submitted. This ensures that the Contractor can provide the necessary expertise and resources for the maintenance and repair of construction plant and related equipment.

11.3.5 The Contractor shall ensure that they have sufficient capacity in the call centre to manage the repairs of construction plant. The construction plant function should be ringfenced within the call centre to deal exclusively with all construction plant and equipment. This separation ensures that specialised attention is given to the unique needs of construction plant maintenance and repairs, improving efficiency and service delivery.

Initials_____

11.3.6 Access to expert advice should be readily available for handling complex claims or cases, ensuring the repair process is properly managed and any issues are quickly resolved.

11.4 **Call Centre Management**

11.4.1 Operated 24 hours a day, 7 days a week, no cell phones allowed.

11.4.2 The call centre should offer the option to route calls based on the caller's preferred language, allowing officials to receive assistance in the language most comfortable for them, enhancing communication and efficiency.

11.4.3 A toll-free call centre should be provided for departments, suppliers, and merchants contacting the Contractor, ensuring that no cost is incurred for calling.

11.4.4 All calls between the State, the Contractor, and merchants must be recorded for quality control and training purposes. These recordings must be stored for a minimum period of 1 year, unless part of a dispute record, in which case the recordings must be kept indefinitely.

11.4.5 The State must have access to call recordings within 48 hours of an incident occurring, ensuring transparency and accountability.

11.4.6 The call centre must be available 99% of the time, with penalties imposed in the event of failure to meet this service level, ensuring consistent service to the State and its stakeholders.

11.4.7 The Contractor must put contingency plans in place in the event that the call centre is not available.

11.4.8 The Contractor shall ensure that 95% of all calls are attended to by a live representative within 1 (one) minute. An automated telephone answering service does not constitute a call being "attended to" for the purposes of this requirement. This ensures that calls are promptly answered by trained staff and that users receive immediate and personal assistance when needed.

11.4.9 The Contractor will be penalized for every call not answered within 5 minutes.

11.4.10 The call centre must be fully functional at the time of implementation of the contract.

11.4.11 The contractor must appoint a dedicated contact person per province and for Construction plant to assist end users where delays are experienced.

11.5 **Call Centre Reports**

11.5.1 The Contractor must have the capability to generate functional electronic reports for the call centre. These reports should provide feedback to the State on the performance and operations of the call centre, helping monitor efficiency and identify areas for improvement.

11.5.2 These reports should be made available as scheduled electronically, or upon request in writing, within 48 hours. This ensures that the State can access timely and accurate information whenever needed.

Initials_____

11.5.3 The reports should cover key performance indicators such as average call waiting times, call duration, and the number of dropped calls. These metrics will allow the State to assess the quality of service provided by the call centre.

11.5.4 The information in the reports should be available for each national department, provincial department, or entity participating in the contract. This will enable detailed tracking of the performance and service levels specific to each user group.

11.5.5 When requested, all relevant information must be consolidated into one comprehensive report that covers all end users of the contract. This will provide a holistic view of the overall performance of the call centre across all entities involved.

11.5.6 All reports must be customizable to cover specific periods such as a week, month, or year. This flexibility allows the State to analyse call centre performance over different timeframes, helping to track trends, evaluate service levels, and make informed decisions based on data.

11.6 **Requests for Maintenance and Repairs**

The Contractor must ensure that the following is done in the maintenance and repair authorization process:

11.6.1 Allocate the work to a supplier in line with the guidelines as set out in this contract, Annexure C.

11.6.2 Refer the official to the correct merchant to where the work was allocated.

11.6.3 Arrange for the inspection of vehicles where required

11.6.4 Scrutinize the request from merchants and suppliers on repairs or fitment to be done with consideration of the following:

11.6.4.1 The mandate of the end user

11.6.4.2 The vehicle age,

11.6.4.3 Life to date expenditure,

11.6.4.4 Repeat repairs

11.6.4.5 Warrantee of parts previously replaced

11.6.4.6 Expected part lifespan and request for replacement.

11.6.4.7 Possible cause of damage

11.6.4.8 Request and receive quotations from merchants and suppliers

11.6.4.9 Compare the quoted amounts to part prices and labour rates as contained on the system of the Contractor.

Initials_____

11.6.4.10 Negotiate savings with the merchant in line with part and labour prices as contained on the system and the repair time of the vehicle.

11.6.4.11 Submit a document for approval (clearance document) to the end user department to approve the repair as set out in the mandate of the end user department. (Please refer to Annexure E for the fields to be specified in the approval document.)

11.6.4.12 Provide the approval for repairs to the merchant or supplier and notify the end user department of the anticipated repair time.

11.6.4.13 Follow up on actual vehicle repair time with the merchant or supplier

11.6.4.14 Arrange for pre and post inspections where required.

11.6.4.15 Any other maintenance related matters emanating from this contract or the subcontracts with the maintenance suppliers.

11.7 Completion of Work

11.7.1 The merchant must notify the call centre when the repairs are completed. Upon receiving this notification, the call centre shall provide the merchant with a reference number for the completed repair.

11.7.2 The call centre will notify the end user department for collection of the vehicle and provide them with the corresponding reference number. No vehicles shall be released by the merchants without prior notification from the call centre to the official responsible for vehicle collection.

11.7.3 In the event that the vehicle is insufficiently repaired or the repairs are not up to standard, the official must communicate this to the call centre for the repair process to be managed through the call centre. Officials should not return vehicles to the merchant without notifying the call centre.

11.7.4 The approval as granted to the call centre must be verified against the actual invoice as received from the merchant or supplier.

11.7.5 End users should have access to track the status of vehicle repairs throughout the entire process. This access should include detailed information about the individual vehicle, as well as an overall report of the repair status. This ensures transparency and allows end users to monitor the progress of repairs in real-time.

11.7.6 The information collected during the repair process must be compiled and used by the contractor to generate an accurate downtime report. This report will provide the end user department with detailed insights into the time each vehicle was out of service, which is crucial for fleet management and operational planning.

12 PROVINCIAL OFFICES

Initials_____

12.1 **General**

12.1.1 The contractor must have offices in all provinces. If the contractor does not have existing offices in all provinces, the contractor must ensure that the offices in each province will be established and operational at the commencement date of the contract.

12.1.2 The contractor must furthermore refer to the functions that will be performed in these offices, as well as the number of staff at these locations and their level of expertise.

12.1.3 Offices will be required in Polokwane, Mbombela, Mafikeng, Bloemfontein, Kimberley, Cape Town, Pietermaritzburg, East London, Johannesburg and Pretoria.

12.1.4 The cost of establishing and maintaining fully functional provincial offices will be for the cost of the Contractor, including all infrastructure required.

12.1.5 Within a period of three months from the commencement of the contract, the Contractor shall have established physical presence in all provinces at the location agreed on with the province and a dedicated official for the National Departments at the cost of the Contractor. The Contractor will be required to submit proof in the form of a municipal account or rental agreement after three months of the contract being awarded as confirmation that the requirement for provincial offices has been fulfilled.

12.1.6 The location of the office shall not be changed prior to consultation with the end user departments in that province.

12.2 **Functions of The Provincial Office**

12.2.1 General customer services, including attendance, and participation in end-user departmental and provincial transport forums, client visits and training.

12.2.2 Daily management of the contract.

12.2.3 End user support with access to the maintenance and repair call centre system to assist the end user in resolving queries.

12.2.4 Track the status of any repairs, fitments or new orders.

12.2.5 Assist departments and resolve issues that arise with the day-to-day operation of the contract.

12.2.6 Assist with the optimisation of the State's fleet by following best fleet management practice.

12.2.7 Distribution of invoices to end-user departments.

12.2.8 Proactively analyse the State's fleet management costs.

12.2.9 Facilitate training with end-user departments on fleet management principles and the interpretation of reports.

 Initials_____

12.2.10 Act as nodal points for the collection of all reports and documents related to the maintenance and repair functions of the contract.

12.2.11 Generation of nonstandard reports

12.2.12 Correction of any information as contained in reports or otherwise.

12.2.13 Distribution of hard copy reports to end users as and when requested.

12.2.14 Assist Departmental Transport Control Officers and Transport Officers with the reports generated.

12.2.15 Interrogate data in reports to ensure accuracy of reports and the investigation of inaccuracies, and the correction of reports where required.

12.2.16 Identification of trends and trend analysis

12.2.17 Assist with any merchant-related challenges along with the technical inspectors within the region.

12.2.18 Provide administrative support to inspectors

12.2.19 Order and distribute number plates

12.2.20 Identify risks in maintenance and repair transactions.

13 END USER TRAINING

13.1 Over and above the requirements for end user training as set out in the general requirements, the appointed contractor for Category A will be required to provide training on:

13.1.1 Reporting of accidents and losses;

13.1.2 Fleet analysis and interpretation of reports

13.1.3 Corrective measures to be implemented based on identified trends

13.1.4 General fleet management training

13.2 The state will not require the Contractor to pay for any vehicle user training (in terms of the practical training in the application of the vehicle or driver training) as part of this contract.

13.3 The Contractor will be required to report on all training undertaken on a monthly basis in terms of training in the application of the vehicle, as well as the cost thereof to the state.

14 FLEET ADVISORY SERVICES

14.1 The Contractor is required to conduct a bi-annual evaluation of the State fleet, ensuring that a comprehensive analysis is presented. The evaluation should cover key fleet management areas and provide insights into optimization strategies. The presentation should be made in a format and manner agreed upon with the National Department of Transport, in collaboration with the end user departments. The critical evaluation must cover, but is not limited to, the following aspects:

Initials_____

14.1.1 **Utilization**: Assessing the effectiveness of fleet usage, identifying underutilized or overutilized vehicles, and offering suggestions for improvement.

14.1.2 Fuel and Maintenance Control: Reviewing fuel consumption patterns, maintenance schedules, and procedures to ensure efficiency and cost effectiveness in fleet operations.

14.1.3 Loss Control: Identifying areas where losses or thefts could occur, including maintenance and operational risks, and offering strategies to minimize them.

14.1.4 Vehicle Selection: Analysing the current fleet composition, considering whether it aligns with the needs of the departments and offering recommendations for vehicle replacements or upgrades. Including comparisons of different vehicle makes and models with the same applications.

14.1.5 Risk Management: Reviewing risk management practices related to fleet operations, including vehicle accidents, theft, and regulatory compliance.

14.1.6 Fleet Composition: Assessing the types of vehicles within the fleet to ensure the right mix for operational needs, efficiency, and sustainability.

14.1.7 New Technology: Identifying and recommending new technologies that can improve fleet performance, including systems to prevent abuse or misuse (e.g. fuel monitoring systems).

14.1.8 Recommendations for Improvement: Providing actionable insights and recommendations to improve the fleet management system, optimise costs, and enhance service delivery.

14.2 Additionally, the Contractor is expected to provide an effective and efficient fleet management consultancy service, ensuring that the State fleet is utilised optimally and cost-effectively. This consultancy service should be proactive, offering guidance on both operational and strategic fleet management practices.

14.3 The Contractor shall provide technical fleet management consultation that must cover, amongst others, the following: best fleet practices, solutions to identified challenges, advice on cost savings, trends, predictive models, predictive budgets, vehicle replacement cycles and uneconomical vehicle repairs based on Life to Date cost.

14.4 Where required and where the Contractor does not have the required expertise in-house, such expertise shall be sourced by the Contractor at their own cost as required.

15 MANDATE DOCUMENT

15.1 Each end user department shall be required to sign a mandate document with the appointed contractor. The mandate document shall stipulate the delegated officials within the end user department who have the authority to approve various aspects of the contract, such as maintenance and repair transactions, work allocation, access to information and the point of contact for payments.

Initials_____

15.2 By signing the mandate, both the contractor and the end user department will formalize their roles and responsibilities, ensuring smooth communication and approval processes for duration of the contract

15.3 The Contractor shall update or amend these mandate documents, as and when requested to do so by the end user department. Failure by the contractor to update the mandate document within a period of a week (7 calendar days) will result in a penalty as set out in Annexure F.

15.4 From time to time, government officials that may normally occupy a post or fulfil a certain function may not be available to execute their assigned duties. In terms of the Public Service Act, an employee shall be appointed in writing to act in a specific position. In the case of the head of department, the relevant executive authority will appoint the official to act in the position.

15.5 The Contractor shall ensure that they have practical measures in place to allow the official acting within a specific position to execute the functions as per the signed mandate document of the department.

16 TRANSACTIONS

16.1 The headings for the definitions of transactions as set out in this document will be the only acceptable headings for fees to be used in the consolidated account to the State. In the event that an additional category of transaction is required, it will be done through a change control process at no additional cost to the State.

16.2 **Accident Damage**

16.2.1 Any unexpected and undesirable event or incident resulting in damages to the vehicle that cannot be defined as maintenance or repairs.

16.3 **Batteries**

16.3.1 Any costs related to the replacement, fitment, charge or repair or batteries.

16.4 **Exhausts**

16.4.1 Any costs related to the replacement, fitment, or repair of any parts related to the exhaust system of the vehicle.

16.5 **General Maintenance and Servicing**

16.5.1 This refers to all work done on the vehicle, and that's included in the normal service plan or service schedule of the vehicle as set out in the manufacturer's manual/ owner manual or vehicle service handbook or any other repairs as required due to normal wear and tear. These transactions must be classified further into the following categories:

16.6 **Drive Train**

Initials_____

16.6.1 Any repairs to the drive train of the vehicle including the drive shaft, axles, transmission, engine and clutch.

16.7 **Accessories**

16.7.1 The fitment and maintenance of additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturer.

16.7.2 These items must not have any effect on the standard guarantees and warranties of the vehicles in question. It can include items such as radios, canopies, air conditioning, tow bars, tyre bands, window laminations, decals, sirens, star bars, rubber mats, rubberizing, two-way radios etc.

16.8 **Car wash and Valet Services**

16.8.1 All car wash, valet transactions or any other transactions related to the cleaning of a vehicle.

16.8.2 These transactions must be identified as a separate line item in terms of billing.

16.8.3 Reports must make provision for separate reporting on all car wash and valet services to assist departments in managing this expenditure.

16.8.4 The Contractor must ensure that all car wash transactions are done in line with the definition as provided.

16.8.5 The Contractor must ensure that a practical system is in place for the authorisation of car wash transactions that is user-friendly.

16.8.6 Car washes that form part of the normal service of a vehicle, and all other car washes, must be reported as a separate item under the maintenance reporting.

16.8.7 Car washes transaction can include any of the following:

16.8.7.1 "Wash 'n go" service

16.8.7.2 Engine steam cleaning and valet services

16.8.7.3 Undercarriage cleaning

16.8.8 All car washes must be done in line with environmental regulations.

16.8.9 EMS vehicles shall not be included in the contract as the cleaning of these vehicles are covered under the EMS regulations.

16.8.10 The contactor will be required to put controls in place to manage and report on all car washes and to prevent fraudulent activities.

16.9 **Compliance certificates**

16.9.1 Any transactions related to licensing, certificate of fitness (COF) or any other official document or certificate as required in terms of the Road Traffic Management legislation must be classified separately.

 Initials_____

16.10 **Refurbishments**

16.10.1 Refurbishment transactions are any transactions where a vehicle or construction plant equipment is repaired with the objective to renew or alter the state of such vehicle or construction plant. This can include the replacement of a number of major parts or repair and maintenance of any conversion in order to prevent future breakdown and extend the life cycle and practical use of the vehicle.

16.11 **Repairs**

16.11.1 All additional repairs undertaken on a vehicle, excluding maintenance, accident damage, and engine overhauls as per the definitions included in this document.

16.12 **Glass**

16.12.1 Any repairs to the glass of the vehicle, irrespective of the reason for damage. This includes side windows, rear windows and windscreens.

16.13 **Running Costs (Fuel and Oil)**

Fuel:

16.13.1 All transactions related to the procurement of diesel and petrol must be recorded. Each fuel transaction should include the following details: date, merchant, quantity in litres, and price, regardless of whether the fuel is dispensed from a bowser or a standard on-road fuel outlet.

Oil:

16.13.2 Transactions must be priced either per pint or based on the volume purchased. Any exceptions should be clearly highlighted. If the merchant is unable to provide this information, the Contractor to the State is responsible for addressing the issue directly with the merchant. This requirement does not apply to oil purchased during routine vehicle servicing.

16.13.3 The Contractor shall provide a system that allows end users working with construction plant to top up various types of oils and fluids (e.g., hydraulic oil, antifreeze, brake fluid, etc.).

16.14 **Tyres, tubes and associated maintenance**

16.14.1 The actual costs of, tubes, wheel balancing, wheel alignments, puncture repair fitment and any other costs related to tyres.

16.15 **Toll**

16.15.1 All fees as incurred when a vehicle travels on a designated toll road, whether toll is collected manually or via E-Tolling.

16.16 **Shock absorbers**

Initials_____

16.16.1 Any costs related to the replacement, fitment, or repair of any parts related to the shock absorbers of the vehicle.

17 MAINTENANCE INCLUSIONS AND EXCLUSIONS

17.1 All vehicles as contained in the definition must be maintained, including any accessories fitted to these vehicles.

17.2 No appliances installed on or used within vehicles are required to be maintained.

17.3 Fixed assets, such as affixed stationary generators, cranes or any small handheld tools or equipment shall be excluded from the maintenance on this contract.

18 LICENSES AND COMPLIANCE CERTIFICATES

18.1 General

18.1.1 In accordance with the provisions of the National Road Traffic Act (93 of 1996), the responsibility for licensing motor vehicles lies with the owners of the vehicles, which in this case are the end-user departments.

18.1.2 If the department chooses to outsource the responsibility of licensing to the Contractor, the department remains responsible for ensuring that the proxy completes and signs the licensing forms in accordance with the requirements of the National Road Traffic Act (93 of 1996) before the vehicles are licensed.

18.1.3 The Contractor shall be required to maintain a record of the issuance dates of all compliance certificates and/or licenses, as well as their respective expiry dates.

18.1.4 The Contractor must make a service available to the end user departments of the contract, to allow for the renewal of vehicle compliance certificates. This will include the payment or any other assistance required for the renewal or issuing of any other compliance certificate.

18.1.5 The Contractor will be required to report on the expenditure of all transactions related to licensing or compliance certificates.

18.2 COF (Certificate of Fitness) And RW (Road Worthy)

18.2.1 The normal work allocation process will be followed to appoint a merchant that will ensure that the COF or RW are done.

18.2.2 The same merchant shall be responsible for all repairs on the vehicle even if additional repairs need to be made to the vehicle to ensure that the COF or RW can be issued.

18.2.3 Weigh Bridge Certificate or Homologation Certificate

18.2.4 The Contractor shall ensure that the payment method is in place to assist end user departments that need to obtain these certificates.

Initials_____

18.2.5 The Contractor shall ensure that all payments made, including the transaction date, certificates issued, and their expiry dates, are reported. Proactive reporting must be provided to the end-user departments to prevent the payment of any penalties.

18.3 **Abnormal Load Certificates**

18.3.1 A merchant database must be maintained, along with the administration of work allocation and the processing of merchant payments.

18.4 **Other Equipment**

18.4.1 End user departments are responsible for the regular testing and servicing of any equipment in accordance with Road Traffic Legislation as well as for replacing equipment when necessary. The Contractor shall facilitate these transactions and maintain records of expiry dates or the dates for the next inspections, such as for fire extinguishers.

19 MANAGEMENT REPORTING

19.1 **General**

19.1.1 The Contractor must demonstrate proven IT capabilities to provide management reports in both hard copy and electronic format, starting from the award date of the contract.

19.1.2 All reporting to the State must be aligned with the State's financial year, which runs from 1 April to 31 March.

19.1.3 The Contractor shall maintain an IT system that enables the State to access and retrieve accurate and relevant management information 24 hours a day.

19.1.4 It is the Contractor's responsibility to provide accurate and relevant management information on an ongoing basis, enabling end-user departments to manage and make strategic decisions regarding their fleet.

19.1.5 The Contractor appointed under Category A shall be responsible for maintaining the government vehicle asset register for all items covered by this contract. The Contractor must ensure that all required information is made available through an automated update process at least daily to all other contractors.

19.1.6 During the development and implementation phases, the Contractor is expected to visit all end-user departments as identified by the CCGMT, based on their needs.

19.1.7 The Contractor should have a dedicated IT team in place to engage directly with end-user departments, ensuring that the information captured in the system is available in the required format or can be corrected as needed.

Initials_____

19.1.8 All information provided on the system and accessible to the end-user departments should reflect real-time data as it is captured or imported into the Contractor's system.

19.1.9 The Contractor's system must allow authorized parties to print online reports, provided they have the necessary access rights.

19.1.10 The access to the reports may be granted to other parties that may not be the account holder or may not feature on the mandate document. The Contractor must ensure that reporting can be done on departmental or user level, irrespective of the account holder.

19.2 **Monthly and other scheduled reports**

19.2.1 The Contractor shall supply the end user department with a billing pack. The billing pack shall consist of the invoice as well as all supporting documentation required to assist end user departments with the reconciliation of the bill.

19.2.2 The Contractor shall ensure that, at the end of each month, a monthly report is generated per end user comprising of various different individuals reports. These reports should be made available electronically to the end user department.

19.2.3 All monthly reports must be kept as a record on the system of the status of the fleet for every end user as that specific date and time.

19.2.4 The end user department should be able to schedule reports that will be emailed to the designated users within the end user department. These reports, depending on the content should be sent out on a daily, weekly or monthly basis as required by the end user departments. The end user department must have the option of setting up and scheduling of the reports themselves or requesting the Contractor to do so on their behalf.

19.3 **Changes to reports**

19.3.1 Upon request from the end-user department, the Contractor should be capable of altering, changing, or creating new reports as needed, at no additional cost to the State.

19.3.2 The Contractor and the National Department of Transport shall agree on a process to be utilized for a report to be finalized as a standard report. This will include the required user acceptance testing and possible committee approvals required.

19.3.3 The development process for any report must be completed within two months of the award of the contract or from the date the request for the report is made.

19.4 **Information portals and data sharing**

Initials_____

19.4.1 The Contractor must provide a data-sharing application for cases where an end-user requires a large dataset or data dump. All data dumps must be made available to the end-user department within 48 hours of receiving such a request.

19.4.2 The Contractor shall provide an information portal for end-users, allowing them to download any source documentation generated through maintenance or repair transactions. The source documentation should be organized by vehicle and indexed by transaction number. This includes quotations, vehicle inspections, invoices from merchants, signed clearances, and any other relevant documentation.

19.4.3 A similar portal must also be made available for officials to download merchant inspection records.

19.4.4 The Contractor shall ensure that vehicle history and transaction data related to any vehicle are integrated from the current contractor's information. This data must be retained for the duration of the contract, even in cases where vehicles have been withdrawn or cancelled.

19.4.5 An end-user department may request the Contractor to integrate any additional information into their system, regardless of the source of such information. This integration will be carried out at no additional cost to the State.

19.5 **Layout of reports**

19.5.1 Reports and reporting systems shall be user friendly.

19.5.2 Each report shall have a narrative heading which indicates the nature of the report and clearly identifies at least the Responsible Manager and the User Department/cost centre;

19.5.3 The Contractor's information system shall provide information relating to the government's fleet at the following levels:

Table 1: Reporting Levels for Managed Maintenance

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

19.5.4 The reports/data required in an electronic format and hard copy shall be easily accessible through an efficient, user-friendly menu system compatible with at least Microsoft Windows operating system;

19.5.5 All reports must be exportable to at least a Microsoft Windows application.

Initials_____

19.5.6 The purpose and suggested usage of each report shall be documented in "help" manuals and discussed during training sessions conducted by the Contractor throughout the duration of the contract.

19.5.7 Reports must be comprehensive enough to enable the State to initiate investigations or take corrective action as needed.

19.5.8 The system must allow the user to retrieve data based on various parameters to generate specific reports.

19.5.9 Please refer to Annexure G for a summary of the current reports and the required fields. The Contractor must continue to develop additional reports, where required by the end user departments.

20 TRANSFER OF INFORMATION

20.1 Accurate and Timeous Information:

20.1.1 Contractors in categories B to E are expected to provide accurate and verified information to contractors in category A on a daily basis, or according to the agreed-upon timeline and dates. Information should be uploaded in real-time whenever possible, but no later than 24 hours after the event.

20.1.2 All information transfers between the appointed contractors must be automated and occur on a regularly scheduled basis. The format of these transfers should be agreed upon by all contractors to ensure that the data is as close to "real-time" as possible.

20.1.3 If certain functions are performed in-house, the responsibility for supplying accurate and timely information will lie with the end user.

20.1.4 Delayed, incorrect, or missing data will negatively impact the accuracy and functionality of the reporting system and should be avoided at all costs.

20.1.5 The Contractor will maintain accurate records of when data feeds were received and when they were uploaded.

20.2 Data Uploads

20.2.1 All users in Category A of the bid may request the Contractor's assistance to upload vehicle information that falls outside the scope of other contractors in Categories B to D. To facilitate this, the Contractor should develop a self-service portal that allows end users to upload and update information.

20.2.2 The responsibility for completing and verifying the accuracy of the information lies with the end user.

20.2.3 The Contractor must provide an electronic format for submitting data for upload and should allow uploads to be performed either upon request or on a regular monthly basis, as required by the end-user department.

20.2.4 All information must be accurate and signed off by the user before being imported into the system.

 Initials_____

20.3 **Non-Compliance**

20.3.1 Non-compliance in supplying timely and accurate information by the successful bidders in Categories B to E may result in penalties and, ultimately, contract cancellation for those categories.

20.3.2 The inability of successful bidders in Categories B to D, or user departments, to perform agreed-upon tasks will not affect the performance of the successful bidder in Category A and will not be considered non-compliance by the Category A bidder.

21 REPORTING SYSTEM REQUIREMENTS

21.1 **General**

21.1.1 The system should be available 99% of the time.

21.1.2 In the event that the system is not available for 24 hours, without prior notification to the State, a penalty as contained in Annexure F will be applicable. Such a penalty can be waived by the State should the circumstances resulting in the downtime be outside the control of the contractor.

21.1.3 The requirement from the State is to receive standard reporting, analysis of fleet data and the identification of trends throughout its fleet operations.

21.1.4 The system should facilitate the coordination and streamlining of all activities related to the day-to-day operations, asset management, and lifecycle tracking of the state's entire fleet, from ordering to disposal.

21.1.5 The system should provide robust reporting and analytic capabilities, enabling real-time visibility into fleet performance and fleet management indicators in the management of the various fleet processes.

21.1.6 The Contractor will be required to conduct comprehensive Business Requirement Specification meetings with the State and it's end user departments to understand and incorporate their specific needs and workflows into the system. Due to the nature of the State's business requirements, more than one workflow may be required for a specific process or function.

21.2 **User Access and System Rules**

21.2.1 The system should incorporate robust security measures, including role-based access control, data encryption, and industry-standard authentication and authorization mechanisms, to ensure the confidentiality, integrity, and availability of sensitive fleet data.

21.2.2 Reporting system should have adequate system security, password protection and a password policy aligned with the needs of the end user.

21.2.3 Provisions should be made to allow for self-service password recovery.

21.3 **System Support**

 Initials_____

21.3.1 The contractor must ensure that they have a team in place that will provide any offsite system support that may be required for the full duration of the contract term.

21.4 **System Recovery**

21.4.1 In the event of a system failure, the successful bidder of Category A and A1 should be able to reinstate the information to as close to the current state as possible to prevent minimal data loss.

21.4.2 Full system backups must be conducted every 24 hours.

21.4.3 Simulated system recovery plans should be performed every 90 days on a separate server and measured accordingly. Internal Testers to perform a comparison between the recovered system and current system. The outcome of the system recovery exercise should be provided to the NDOT within 5 working days after completion.

21.5 **System Training**

21.5.1 The contractor must ensure continuous training of the staff of the end users on the reporting system at no additional cost to the State.

21.5.2 Training needs to form part of the implementation plan of the contractor to ensure that end users have access to their fleet information from the inception of the contract.

21.5.3 The contractor must allow for the training to accommodate different end-user requirements, some only using certain modules of the platform.

21.5.4 The contractor shall provide the State with a system manual, which might be in either electronic or hard copy, on the procedures to follow related to operating the system

21.6 **System Maintenance and Development**

21.6.1 The implementation of all systems developments or upgrades must be done outside of office hours or during weekends.

21.6.2 The identification and prioritisation of enhancements and updates will be the responsibility of the National Department of Transport in consultation with the Coordinating Committee on Government Motor Transport (CCGMT)

21.6.3 The enhancements should be applicable to all end users.

21.7 **System Ownership**

21.7.1 The ownership of the systems will remain that of the contractor for the duration of the contract. All data and information generated in the execution of the contract will however, remain the property of the State.

22 REPORTING SYSTEM IMPLEMENTATION

22.1 **General**

Initials_____

22.1.1 The implementation plan will commence on the date of the award of the contract and must be completed, prior to 31 March 2026.

22.1.2 The National Department of Transport (NDOT) will be facilitating the implementation process. The NDOT may consult with the members of the Coordinating Committee on Government Motor Transport (CCGMT) on specific operational matters as and when required.

22.1.3 The appointed contractor of Category A and A1 should commence with the consultation and testing processes with the successful bidders in category B to D as soon as the bids are awarded.

22.2 **Implementation**

22.2.1 The implementation process must have clear timelines.

22.2.2 Specification of system functionality, which should include an analysis of the current system and the necessary developments to meet the contract requirements.

22.2.3 Data integration, including data verification and testing processes, to ensure that the data is accurate and complete.

22.3 **End user testing**

22.3.1 End-user testing must include system functionality, reporting, and billing.

22.3.2 Parallel system testing with the current contractor must be conducted to ensure the successful and complete transfer of information.

22.3.3 Implementation will be considered complete once all information is successfully integrated into the system, and both end-user testing and parallel system testing are successfully completed.

22.4 **Historical Data**

22.4.1 As part of the RT46/2020 contract transition process, the current contractor will facilitate the export of all historical data for fleet vehicles in a mutually agreed format to ensure successful import into the new contractor's system.

22.4.2 The Contractor is responsible for ensuring the accuracy of all historical data by implementing the necessary data verification processes and conducting testing during the transfer of all data from the existing contractor under RT46/2020.

22.4.3 Upon the award of the contract, the Contractor will be required to engage with the existing contractor under RT46/2020 and develop a comprehensive project plan for approval by the Department of Transport. The project plan must also account for multiple rounds of end-user testing.

Initials_____

22.4.4 It is expected that all data from the current contract be imported during the implementation period of the new contract. The Contractor must ensure the completeness of the data, including transactional details for all vehicles, regardless of whether the vehicle is active or not.

22.4.5 As some historical vehicle data may not be required, the Contractor and the user will agree in writing on which data should not be uploaded.

22.4.6 Where necessary, parallel system testing will be conducted.

23 DISPUTE RESOLUTION PROCESS

23.1 Any end-user department must follow the dispute resolution process before initiating any claim against the Contractor.

23.2 The Contractor must have a process in place to resolve any disputes that may arise regarding the payment or repair of a vehicle. Such disputes can be categorized into:

23.2.1 A dispute between the department and the merchant performing work on the vehicle,

23.2.2 between the Contractor and the merchant

23.2.3 between the Contractor and the end user department,

23.3 It is imperative that the vehicle's downtime be minimized to the greatest extent possible, regardless of the existence of any disputes.

23.4 The dispute resolution processes need to address the following matters:

23.4.1 The cause of the damage to the vehicle or any part thereof must be determined. This may include, but is not limited to, neglect by the official, improper use of the vehicle, a warranty claim, poor workmanship from a previous repair, damage resulting from an earlier accident or incident, parts failure, or neglect by the merchant.

23.4.2 Depending on the cause of the damage, the responsible party will be required to cover the cost of the damage incurred. If the Contractor and the merchant or end-user department cannot reach an agreement on the cause of the damage, the Contractor shall, at its own cost, appoint an independent third party, in consultation with the end-user department or the merchant, to inspect the vehicle and determine the cause of the damage.

23.4.3 The entire process shall be completed and the vehicle repaired within a maximum period 15 working days or as agreed with the end user department.

23.4.4 If the end-user department or the merchant is not satisfied with the outcome or report from the independent third party, they may, in consultation with the Contractor and at their own cost, appoint another independent party to provide a report.

Initials_____

23.4.5 The Contractor must ensure that the process is closely monitored and that the end-user department is kept informed of the progress via email.

24 TOWING SERVICES AND ROADSIDE ASSISTANCE

24.1 The call centre must be available to arrange towing, vehicle recovery, or roadside assistance for a government vehicle 24 hours a day, 7 days a week, including public holidays.

24.2 For towing services, the Contractor shall, upon receiving a request from a driver, traffic officer, Fleet Responsibility Manager, or Departmental Transport Officer, arrange for a reputable towing service to tow the vehicle to the nearest approved merchant.

24.3 The Contractor must facilitate the payment and release of a vehicle after being towed if the vehicle was not taken to an approved merchant due to the driver being incapacitated.

24.4 Vehicles should be towed to the closest approved merchant, taking into consideration the merchant's capacity and any jobs already allocated to it.

24.5 The Contractor shall ensure that the most suitable towing solutions, such as flatbed towing or other methods, are provided based on the circumstances.

24.6 The Contractor must supply a sticker that will be affixed to the vehicle to ensure that the vehicle is not towed without the required authority on it presenting the toll-free call centre number of the Contractor.

24.7 The Contractor must notify the end-user department that owns the vehicle via email for every vehicle towed, providing details of the approved merchant, the reason for the towing service, and the vehicle's physical location. A summary report of all tow-in services must be provided to the State on a daily basis.

24.8 The Contractor shall be responsible for any additional damage to the vehicle that occurs during the towing process.

24.9 The risk of loss or storage charges for vehicles towed to unauthorized merchants shall be borne by the Contractor.

24.10 Storage costs must not be paid by the Contractor unless such costs were unavoidable due to the official being incapacitated or if the vehicle was moved to a non-approved merchant on the instruction of a law enforcement officer. The Contractor shall minimize storage costs incurred by the end-user department.

24.11 Records of the full process and timelines must be tracked and reported on, including: the time the call was logged, the official who logged the call, the response time for confirming when the tow-in service arrived on-site, the location of the accident or incident, the location where the vehicle will be moved, and the contact details of the merchant where the vehicle was towed.

24.12 No towing fees will be paid by the end-user department if a vehicle needs to be returned to the merchant as a return job due to substandard parts or workmanship.

 Initials_____

24.13 In an urban area, the Contractor has a maximum of 1 hour to ensure that the tow-in or roadside assistance service is on-site. In a rural area, the maximum time is 2 hours, and in a remote area, it is 3 hours.

24.14 Provisions shall be made to assist an end-user department that needs to operate outside the borders of South Africa in the event of a mechanical breakdown. This will require prior notification and arrangement by the end-user department with the Contractor.

24.15 Separate arrangements may be made by end-user departments through their mandate if the removal of equipment needs to be done by the end-user department.

25 VEHICLE MAINTENANCE AND REPAIRS

25.1 General

25.1.1 The State reserves the right to provide any service in-house through its government garages, internal workshops, or any other means it deems appropriate. In such cases, the State may request the Contractor to capture and report the details of these transactions.

25.1.2 Should the State undertake maintenance or repairs on a vehicle or equipment, the Contractor will not be responsible for procuring parts.

25.1.3 The process for allocating work to various merchants is outlined in Annexure C. This methodology for distributing work may be amended periodically upon the instruction of the National Department of Transport, following consultation with the CCGMT.

25.1.4 In accordance with Annexure C, the Contractor must ensure that various methods of transaction approval are supported. These methods may include approval based on transaction types, transaction values, or end users.

25.1.5 The maintenance authorisation process may be revised following consultation with the National Department of Transport or the relevant end user, as specified in their mandate.

25.1.6 The Contractor shall ensure that no vehicles are serviced or undergo maintenance at a merchant that could potentially jeopardise the vehicle's warranty, unless explicitly instructed in writing by the end user to proceed with such services.

25.1.7 The Contractor shall proactively monitor merchants' compliance with established standards and their adherence to the terms of the merchant agreements.

25.2 Maintenance and Service Plans

25.2.1 The Contractor shall ensure that all information pertaining to service and maintenance plans is accurately captured in the system, and that these plans are utilized to their full potential. All work performed under these maintenance or service plans must be documented in the vehicle's history.

 Initials_____

25.2.2 The Contractor shall be responsible for any costs incurred if a service or maintenance is paid for, despite the existence of a valid service or maintenance plan.

25.2.3 The Contractor shall have automated alerts that notify users when vehicles are due for service and maintenance, based on either mileage or vehicle age. This process should rely on intelligent algorithms for full automation.

25.3 **Minimum IT System Requirements**

25.3.1 Have a system capable of automatically registering repeat work or repairs resulting from abuse;

25.3.2 The system must integrate with a parts sourcing platform that is independent of specific suppliers and can provide accurate OEM pricing and, when applicable, offer alternative parts options that meet required standards.

25.3.3 Have access to manufacturer's "recall programs" and "service bulletins";

25.3.4 Have a system that is capable of automatically registering or identifying warranty claims;

25.3.5 The systems should allow the call centre agent to:

25.3.5.1 Institute and negotiate warranty and policy claims with merchants in conjunction with the State;

25.3.5.2 Negotiate discounts with merchants on behalf of the State and pass this on to the State;

25.3.5.3 Consider the life-to-date / life span costs of the vehicle in consultation with the State before any authorization of a maintenance transaction is approved.

25.4 **Mobile Application or Mobile-Friendly Web Interface**

25.4.1 The end user must have access to an Application (IOS and Android) or a web-friendly interface. This application or interface must at least have the following functionality:

25.4.1.1 Request a pre-authorization

25.4.1.2 Notification of pre-authorization and details thereof

25.4.1.3 Notification of delivery of a vehicle to the merchant for maintenance or repairs.

25.4.1.4 Approving (clearing) the transaction electronically.

25.4.1.5 Requesting tow-in or roadside assistance, providing location and other incident details

25.4.1.6 Asset verification

25.4.1.7 Incident notification

25.4.1.8 Ensure accurate documentation and seamless communication

25.4.1.9 Any other functionality that will streamline the processes on the contract

Initials_____

25.5 **Maintenance Authorization Procedures**

25.5.1 Every end user on the contract shall sign a mandate document (Annexure E). The mandate document will allow the Contractor to approve certain jobs within a specific financial limit or based on the type of work to be undertaken without obtaining approval from the end user.

25.5.2 The Contractor shall ensure that the following are adhered to prior to authorising any job:

25.5.2.1 Upon receiving a telephonic, email, or system notification request for maintenance or repairs from the State, the Contractor shall promptly instruct the State, via telephone, email, or system notification, to deliver the vehicle to an approved merchant. This will be referred to as the pre-authorisation process. The contractor shall provide a report to the end users, where pre-authorisations has lapsed as per the mandate of the end user departments or where officials have cancelled the pre-authorisations.

25.5.2.2 This instruction must consider the work allocation requirements outlined in Annexure C, unless the relevant end user department has specified the allocation of their own work, as provided for.

25.5.2.3 Accurate vehicle identification details, including the chassis number, vehicle description, and odometer reading, must be verified. Additionally, the driver's name and telephone number must be captured.

25.5.2.4 In cases where the electronic work allocations system as set out in Annexure C are used for the assessment, only the quotation generated by the system and that of the merchant will be required for the repair.

25.5.2.5 In the absence of the electronic system or where the system does not have the required benchmark information, the Contractor shall be responsible for obtaining detailed written quotations from no fewer than three merchants to ensure that at least three quotations are received. These detailed quotations, including the estimated time required for the completion of the work, shall be made available to the end user upon request.

25.5.2.6 If the Contractor has not received the required quotations as per the time frames as contained within this SCC, the Contractor may authorise a merchant to proceed with the repair transaction based on the quotes received.

25.5.2.7 Where required in terms of the mandate of the end user department, the Contractor shall notify an inspector to do a pre-inspection on the work that must be done.

25.5.2.8 The Contractor shall verify each request to determine whether the vehicle or its parts are still under warranty, or if the request involves a repeat of a similar job for which warranty coverage may apply. Additionally, the Contractor must ensure that the work or service quoted for is necessary for the vehicle.

25.5.2.9 The quotation shall be evaluated against benchmarks for similar jobs, with consideration to the parts required, parts prices, and labour rates within the same or similar geographical area.

Initials_____

25.5.2.10 If the quotation amount or job type falls within the approved mandate of the end user, the Contractor does not require further approval from the end user and shall proceed with the job.

25.5.2.11 If the quotation falls outside the mandate given to the Contractor, the contractor must acquire approval from the mandated official from the end user to proceed with the job.

25.5.2.12 The mandated official must be notified for them to either approve or not approve the job through the application, the system of the contractor or via email.

25.5.2.13 The format of the approval must be in line with the approval document (example attached as Annexure E).

25.5.2.14 All amounts reflected on the approval document submitted to the end user department by the Contractor must align with the actual detailed quotation received from the merchant.

25.5.2.15 This must be done in such a way that it can be linked to specific officials and that an audit trail is kept.

25.5.2.16 The end user will approve the transaction, either through the Application/Mobile-friendly web interface or via email.

25.5.2.17 Upon receiving approval or approving the transaction in accordance with the end user department's mandate, the Contractor shall issue an authorisation number to the merchant. This number must correspond with the invoice provided by the merchant for payment.

25.5.2.18 The Contractor shall monitor the progress of the vehicle repair in accordance with the initial estimate provided by the merchant and will notify the end user department when the vehicle is ready for collection.

25.5.2.19 If additional or unforeseen damage is identified on accident-damaged vehicles during repairs, the Contractor is permitted to adjust the approval for repairs up to 40% of the original quoted price, or as specified by the end user department in its mandate.

25.5.2.20 The Contractor is required to provide a report identifying merchants that request amendments to the initial quotations, including the original approved amounts, adjusted amounts, and the corresponding percentage changes. If a merchant is identified as repeatedly requesting adjustments to the initial quoted amount, the end user department may request an investigation, or that the merchant be soft-locked or suspended.

25.5.2.21 If a post-repair inspection is required, the Contractor shall ensure that the inspection is conducted prior to notifying the end user department that the vehicle is ready for collection.

25.5.2.22 Upon completion of the work, the Contractor shall notify the end user department that the vehicle is ready for collection. The Contractor shall implement a system to ensure that only the end user department can collect the vehicle. This may include issuing a one-time pin (OTP) to the designated official, which must be provided to the merchant at the time of vehicle collection.

Initials_____

25.5.3 The value of all transactions where the initial work allocation by the Contractor was altered due to an override must be reported. This report shall include details such as the department, the merchants involved, the amounts spent at these merchants, and the number of jobs allocated to each merchant.

26 ACCIDENTS AND REPAIRS

26.1 Accident Repair Process

26.1.1 For state-owned vehicles, accident damage must be assessed by utilizing the services of an assessor and an accredited electronic system to assist in determining vehicle part and labour pricing.

26.1.2 In cases where an assessor and an electronic system are used for the assessment, only the quotation generated by the system and that of the merchant will be required for the repair.

26.1.3 Both the merchant's quotation and the quotation generated by the system must be submitted to the end user department for approval. If no electronic system is available, the Contractor shall use the preferred merchant as per the work distribution process outlined in Annexure C and apply the benchmark pricing.

26.1.4 End user departments that allocate their own work shall follow their own work distribution process and may obtain up to three quotations, which must be submitted to the Contractor. For end users who allocate their own work, the call centre can be contacted for a reference to three panel beaters from whom quotations can be obtained.

26.1.5 In the event that a pre-authorisation has been issued for a vehicle involved in an accident that is drivable, it shall not prevent the end user department from bringing the vehicle in for any other required maintenance or repairs that are not part of the original accident repairs.

26.1.6 A pre-authorisation for accident repairs shall be valid for 30 days or as otherwise prescribed by the end user department in their mandate document.

26.1.7 It is the Contractor's responsibility to follow up on all quotations that have not been received. Where the Contractor has not received the required quotation within the time frames as set out in Section 28. The Contractor will follow the work allocation process to allocate the work to the next merchant.

26.1.8 The Contractor must report merchants who fail to provide quotations. Merchants who fail to provide a quotation three times within a three-month period will be subjected to being soft-locked, suspended, and reported.

26.1.9 Where required, and upon request, the assessment of damage to any third-party vehicle must be conducted, or where a third-party claim has been submitted to the end user.

26.1.10 All clearances for accident-damaged vehicles shall require the Contractor, upon completion of the inspection, to make a recommendation as to whether the vehicle should be repaired or written off. This

Initials_____

information should be included in the clearance document (Annexure E) that is submitted to the department for the approval of the repair.

27 INVOICE VERIFICATION

27.1 The Contractor shall ensure that invoices received from merchants are accurate and aligned with the original authorization provided.

27.2 The Contractor must pay the lower of the quoted price or the invoiced price.

27.3 The Contractor shall ensure that their agreement with merchants stipulates that all invoices must be received and included in the statement to the government within 60 days of the completion of work. Any contravention of the 60-day requirement must be reported on a monthly basis. Repeated contravention may result in the merchant being soft-locked.

28 VEHICLE REPAIR MANAGEMENT

28.1 The State requires the Contractor to actively monitor and manage vehicle downtime resulting from maintenance, repairs, or accident repairs.

28.2 This should be accomplished by monitoring the information as generated by the tracking devices, utilising a one-time pin (OTP) for vehicle collection by the end user, or through any other reliable system.

28.3 The Contractor shall have a robust system to manage all time and value elements throughout the repair process, ensuring all tasks are tracked and completed in a timely manner.

28.4 The end user will notify the Contractor when a vehicle has been delivered to a merchant or transported to a merchant for repairs. This will either be done through the mobile application/mobile-friendly web interface, the system or via email. The time from this notification up to the time that the quotation is received will be measured and reported on by the Contractor.

28.5 The following timelines must be adhered to by the Contractor in obtaining quotations:

Table 2: Quotation Turnaround Times

Action	Measurement	Required Time
Period allowed for the submission of a quotation in relation to Maintenance or Services	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 4 business hours.
Period allowed for the submission of a quotation in relation to Minor Repairs	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 6 business hours

Initials_____

Period allowed for the submission of a quotation in relation to Major Repairs	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 8 business hours
Period allowed for the submission of a quotation in relation to Engine Overhauls (out of warranty)	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Engine Replacements	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Minor Accident Damage	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Major Accident Damage	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 32 business hours

28.6 The contractor must ensure that the following timelines for repairs are adhered to for maintenance and repairs:

Table 3: Maintenance Turnaround Times

Type of Maintenance	Number of working days
Services and Maintenance	1
Minor repairs	2
Mechanical repairs	5
Damages	15
Accidents	30

28.7 The days will be measured from the date and time that the clearance is signed up to when the contractor informs the end user that the repair has been completed. These timelines may be revised after consultation with the CCGMT.

28.8 The contractor must provide a monthly report on all exceptions, where repairs were not done within the required time frame. In the event that the vehicle cannot be repaired within the required time frame, the contractor must provide evidence of the reasons, such as confirmation of the unavailability of parts.

Initials_____

28.9 Where it is found that substandard work was done by the merchant or any other irregularities is identified with the vehicle repair or in the conduct of the merchant, the merchant suspension process will be followed.

29 VEHICLE INSPECTION REQUIREMENTS

29.1 General

29.1.1 The Contractor shall ensure that a sufficient number of inspectors are employed, considering the number of vehicles, the specific geographical area, and the requirements for inspection services.

29.1.2 The Contractor shall develop a strategy for the preferential inspection of EMS (Emergency Medical Services) and VIP vehicles, as required.

29.1.3 The inspection of merchants may coincide with the inspection of vehicles at the same merchant location.

29.1.4 The Contractor shall ensure that inspectors possess the necessary technical knowledge and skills related to road construction plant and equipment, including expertise in hydraulics, mechanical systems, auto-electrical systems, pneumatics, and diesel engines.

29.1.5 All vehicle inspections shall be captured electronically.

29.1.6 All vehicle inspections shall be time-stamped throughout the entire process. This includes the time of the inspection request (whether initiated by the end user or through the maintenance workflow), when the inspection was received by the inspector, when the actual inspection was conducted, and when the inspection was submitted into the maintenance system.

29.1.7 Inspections will not be required for the following types of work, unless specifically requested by the end user department or where the anticipated lifespan was not met:

29.1.8 Transactions related to car washes, car valet services, and puncture repairs will not require an inspection unless explicitly requested by the end user department.

29.1.9 Depending on the end user department and as specified in their mandate, this may also include services or other fitments.

29.2 Vehicle Inspections

29.2.1 The state requires the Contractor to make provision for physical inspections of vehicles by suitably qualified technicians for the following:

29.2.2 50% of all transactions on the contract below R3,000.00 must be inspected or 50% of the transactions below the limit as set out by the end-user in their mandate.

29.2.3 All transactions below R500.00 will not require inspection unless requested by the end user department.

Initials_____

29.2.4 All jobs exceeding R3,000.00, excluding the fitment of tyres, batteries, exhaust systems, shock absorbers, number plates, and windscreens, must be inspected, unless otherwise specified in the mandate of the end user department. Items excluded from inspection must be inspected upon request by the end user department.

29.2.5 Where an end-user department requests an inspection to be done.

29.2.6 To resolve warrantee disputes and warrantee repairs

29.2.7 Where the designed lifespan of any part or component was not reached.

29.2.8 The assessment of any mechanical or electrical aspects where required.

29.2.9 The assessment of damage and recommended repairs,

29.2.10 Root cause analysis by a specialist such as an auto electrician where required.

29.2.11 Investigations in to possible irregular activities

29.2.12 The generation and compilation of technical reports

29.2.13 Vehicle boarding inspections and reports

29.2.14 Pre-inspections, post-inspections.

29.2.15 All drive train and gearbox repairs

29.2.16 All engine overhauls

29.2.17 Vehicle accident damage inspections

29.2.18 Where required or requested, the assessment of damage to any third party must be conducted, or where third-party claims have been submitted to the department.

29.2.19 Inspectors must be prepared to:

29.2.19.1 Sign accident affidavits

29.2.19.2 Provide advice on the economic viability of repairing a vehicle

29.3 **Vehicle inspection report**

29.3.1 The following information, excluding the technical details of the report, must be captured or confirmed during a vehicle inspection:

29.3.1.1 Amount (labour and parts)

29.3.1.2 Type work

29.3.1.3 Parts and prices thereof

29.3.1.4 OEM approved parts or not.

Initials_____

29.3.1.5 Confirmation of vehicle details

29.3.1.6 Odometer reading

29.3.1.7 Tank Capacity

29.3.1.8 Purchase date

29.3.1.9 Time at merchant (downtime)

29.3.1.10 Life to date cost

29.3.1.11 Cost per financial year

29.3.1.12 Next service due

29.3.1.13 Services not done within parameter

29.3.1.14 Time for receiving parts

29.3.1.15 Chassis number of the vehicle

29.3.1.16 Engine number of the vehicle

29.3.1.17 Return jobs

29.3.1.18 Updates (Additional work captured electronically)

29.3.1.19 Market value of the vehicle

29.4 **Frequency of inspections**

29.4.1 All inspections need to be done within a maximum 72 hours (excluding weekends and public holidays) of:

29.4.1.1 Receipt of a quotation from the merchant

29.4.1.2 When the Contractor is notified of a vehicle being repaired.

29.4.1.3 When requested by an end user

29.4.1.4 As per the requirements of the mandate of the department.

30 MERCHANT INSPECTION AND VERIFICATION REQUIREMENTS

30.1 **General**

30.1.1 The Contractor shall be responsible for onboarding merchants onto their system. During this process, the Contractor must ensure that merchant information is captured accurately and that an initial merchant inspection is conducted.

Initials_____

30.1.2 All information obtained during the merchant onboarding process must be regularly verified through merchant inspections and other verification processes to ensure the merchant information remains up to date.

30.1.3 The Contractor must ensure that a formal merchant agreement is established with each contractor to ensure compliance with the requirements set forth by the State.

30.1.4 The Contractor will be required to complete the onboarding processes, which includes the identification of merchants, registration of merchants, onboarding process that included the merchant inspection and verification of capabilities, for all merchants currently on the State's database within 6 months after the date of award of the contract or prior to the implementation of the contract on 1 April 2026, whichever is later.

30.2 **Management of Merchants**

30.2.1 The Contractor will provide a six-month period annually for the onboarding of merchants. Within this 6-month the contractor will ensure that all merchant onboarding information is verified and that a merchant inspection is conducted, notwithstanding any other requirements of merchant inspections.

30.2.2 Within the 6-month period following the onboarding of merchants, the contractor shall continue to verify the information that was provided during the onboarding process, including further inspections as required.

30.2.3 The Contractor, where required, can onboard a merchant at any time during the contract where there is specific maintenance or repair requirements that cannot be met by any of the current contractors.

30.2.4 The Contractor shall maintain an approved list of merchants with whom they have signed merchant agreements. The Contractor shall ensure that merchants included in this list comply with the following:

30.2.4.1 Ensure that approved merchants are located throughout the country to facilitate convenient access for the State.

30.2.4.2 Verify the contact details, physical address, GPS location, capabilities, capacity, type of work, and expertise of each merchant.

30.2.4.3 Keep the list of merchants current, reflecting suspensions, expired documentation, and other relevant changes.

30.2.4.4 Conduct a physical verification and inspection of all merchants at least bi-annually.

30.2.4.5 Ensure that membership to relevant merchant bodies or industry bodies is recorded, along with the minimum requirements of these bodies, and that the capabilities and capacity of each merchant are identified.

Initials_____

30.2.4.6 Identify all OEM-approved merchants to ensure that warranties, maintenance, and service plans on vehicles remain intact when maintenance or repairs are performed.

30.2.4.7 Ensure that all BBBEE and HDI documentation, as required, is up to date.

30.2.4.8 A workshop may not be located in a residential area unless it is specifically zoned for that purpose. Merchants such as tow-in merchants and mobile units may use a residential address, provided no vehicles are stored or kept on the premises.

30.2.4.9 The Contractor shall regularly evaluate the services rendered by merchants to ensure that all work performed on government vehicles conforms to established minimum standards.

30.2.4.10 The Contractor shall take appropriate action against merchants, where required in terms of the merchant suspension process.

30.2.4.11 The Contractor shall ensure that merchants removed from the approved list for any reason will not be allocated any work or paid for any work under this contract.

30.2.4.12 The Contractor shall be responsible for resolving disputes with merchants, regardless of the nature of the dispute. The State will support the Contractor in dispute resolution by providing any relevant information or evidence it may possess.

30.2.4.13 The Contractor shall ensure that merchants comply with all relevant legislation, including the Microdotting of all new parts as required under Regulation 56(1A) of the National Road Traffic Act, 1996 (Act No. 93 of 1996).

30.2.4.14 The Contractor shall ensure that all merchant agreements include provisions to safeguard any government information obtained or generated during the maintenance process.

30.2.4.15 The Contractor shall establish merchant forums that will meet at least quarterly to facilitate engagement and interaction between the Contractor and the merchants.

30.2.4.16 The Contractor shall classify a category of merchants as "Specialized" for vehicles requiring specialized repairs (e.g., fire engines, water cannons, borehole drilling machines, armoured vehicles, or other specialized equipment). In such cases, the Contractor may be required to link the vehicle to a specific merchant specializing in these repairs. The Contractor will be guided by the end user.

30.2.4.17 This can include specific technical requirements from the merchant such as:

i. Mobile Elevating Work Platform practitioners (MEWP)

ii. Department of Labour certification for a Lifting Machine Entity

iii. Engineering Council of South Africa (LMI certification to conduct load test) as well as OEM approved/accredited

Initials_____

iv. Or any other Affiliation, Registrar or council as per Drive Machinery Regulation 18(5) of the Occupational Health and Safety Act, 1993, Examining and testing of lifting machines and lifting tackles.

v. Where required, the end user may require the contractor to carry additional fields on its systems, such as the periodic servicing of plant and equipment. This can include specific types of tests for specialised equipment, such as load tests or tests specifically related to lifting equipment.

30.2.5 If a merchant has been declared bankrupt, or where the merchant, for any other reason, does not release the vehicle, the Contractor will be required to act on behalf of the State to ensure the release of the vehicle.

30.2.6 The up-to-date merchant list must be available electronically via email and allow end users to download it from the system at any time or when the list is amended

30.3 **Merchant onboarding**

30.3.1 All merchants must undergo an inspection prior to being onboarded onto the maintenance system.

30.3.2 The Contractor shall establish a portal through which merchants can submit their initial registration and required documents.

30.3.3 The initial registration will trigger a merchant onboarding inspection to be conducted by the Contractor.

30.3.4 Once the onboarding inspection has been completed, the Contractor will onboard the merchant, based on the information verified during the inspection.

30.3.5 The information gathered during the merchant inspection must verify the types of work the merchant is capable of performing.

30.3.6 The Contractor shall ensure that a merchant agreement is signed with the merchant prior to finalising the onboarding process.

30.4 **Merchant information**

30.4.1 The following fields must be provided during the onboarding process:

30.4.1.1 Company information

30.4.1.2 Company registration documentation

30.4.1.3 Valid B-BBEE certification or other relevant documentation

30.4.1.4 Industry body documentation or certification

30.4.1.5 VAT registration number (Where applicable)

30.4.1.6 Which requirements of the RT46 contract can be met

Initials_____

30.4.1.7 CSD report for the supplier not older than 1 year, including the MAAA number as issued by CSD.

30.4.1.8 Premises

30.4.1.9 Size of the premises

30.4.1.10 Accessibility

30.4.1.11 Security

30.4.1.12 Capacity

30.4.1.13 Location Address as per the inspection as well as GEO location (GPS Coordinates)

30.4.1.14 Does the merchant offer field services?

30.4.1.15 Telephone, email, communication ability

30.4.1.16 OHS/ Safety requirements

30.4.1.17 How invoices are generated

30.4.1.18 Insurance for vehicles stolen or damaged on the premises of the merchant.

30.4.1.19 The type of work that can be done on the premises

30.4.1.20 Technology / Equipment and Tooling

30.4.1.21 List of staff members and qualifications

30.4.1.22 Refresher training

30.4.1.23 Specialists and experience

30.4.1.24 Merchant Competencies

30.5 **Minimum requirement of merchant inspections**

30.5.1 The Contractor must ensure that at least one merchant inspection is conducted bi-annually to verify that the merchant's status remains unchanged and to incorporate any updates into the system.

30.5.2 All merchant inspections must be conducted through an electronic system. The dates of the merchant inspection and merchant verification must be captured and reported on a monthly basis.

30.5.3 The Contractor will be required to do a specific merchant inspection within 72 hours of receiving the request to do so.

30.5.4 The Contractor shall establish and maintain a self-service portal that allows end users to access all merchant inspection and verification reports.

30.6 **Merchant Agreements**

Initials_____

30.6.1 The Contractor shall ensure that a merchant agreement is executed between the Contractor and any merchant performing work on a government vehicle. The merchant agreement shall address, at a minimum, the following:

30.6.1.1 Authorisation processes for work to be performed, as well as remedies applicable to the Contractor should merchants fail to comply with the stipulations outlined in the merchant agreement.

30.6.1.2 Preferential pricing, discounts, turnaround times, safekeeping of State assets, labour rates, and the overall business relationship between the Contractor and the merchant.

30.6.1.3 The Contractor shall ensure that the services received from the merchant conform to specified minimum standards. These standards, along with the associated remedies in the event of non-compliance or if repairs lead to additional or consequential damage, shall be included in the merchant agreement.

30.6.1.4 The merchant shall be responsible for verifying the Vehicle Identification Number (VIN), car registration number, and vehicle type before undertaking any work on the vehicle.

30.6.1.5 Merchants shall provide a written quotation to the Contractor within required time frames as contained in the SCC of receiving a request, in electronic format.

30.6.1.6 Based on the merchant's capacity, the maximum number of State vehicles that can be held at any time by the merchant must be specified.

30.6.1.7 Merchants shall not levy storage fees or any similar charges for vehicles before, during, or after maintenance has been performed.

30.6.1.8 Merchants shall provide a warranty for parts and workmanship in line with industry norms and standards.

30.6.1.9 The Merchant must ensure that all information provided during the maintenance and repair processes such as vehicle details are not disclosed to any other party.

30.6.1.10 Merchants shall make reasonable efforts to complete maintenance or repairs within the time specified in the quotation.

30.6.1.11 Merchants shall immediately inform the Contractor when a vehicle is ready for collection, upon completion of maintenance or repairs.

30.6.1.12 Merchants shall not withhold vehicles pending payment for maintenance or repairs.

30.6.1.13 Merchants shall ensure the State's vehicles are adequately secured while in tow or while on their premises.

30.6.1.14 Merchants shall be held liable for the theft of vehicle parts or accessories from State vehicles while they are in the merchant's care.

30.6.1.15 The merchant agreement shall include the conditions and processes for the suspension of a merchant.

Initials_____

30.6.1.16 Merchants must report on the percentage of work completed and request a time extension if necessary.

30.6.1.17 Merchants shall only release State vehicles to properly authorised officials, upon presentation of the authorisation number issued by the Contractor's call centre or other mutually agreed-upon authentication method.

30.6.1.18 Merchants shall promptly notify the Contractor, who will, in turn, inform the State if a vehicle is not collected.

30.6.1.19 Merchants shall retain all documents related to transactions for a minimum period of five (5) years from the transaction date.

30.6.1.20 The Contractor shall not permit the fitment of any parts to a vehicle that are either stolen or do not meet industry norms and standards.

30.6.1.21 Should any parts be fitted without prior authorisation from the State, the full cost of the transaction will be borne by the Contractor.

30.6.1.22 Aftermarket, generic or second-hand parts may only be fitted with written approval from the end user department. Where available, an end user may supply a part to be fitted by the merchant.

30.7 **Refuting Claims from Merchants**

30.7.1 The merchant agreement shall specify the conditions under which a claim from a merchant may be refuted. A claim shall be refuted under the following circumstances:

30.7.1.1 If no prior authorisation was obtained from the Contractor before commencing maintenance or repairs, or if additional items were included on the invoice that were not authorised;

30.7.1.2 If the transaction to which the claim pertains is deemed illegal or unlawful for any reason;

30.7.1.3 If the State informs the Contractor that the maintenance has not been properly performed, and this is confirmed by a technical report commissioned by the Contractor.

30.8 **Merchant Suspension and Termination**

30.8.1 The Contractor shall establish processes for the suspension and termination of merchants. These processes must address both non-fraudulent activities and situations where fraudulent activities are suspected.

30.8.2 Reasons for the initial temporary suspension for non-fraudulent activities may include, but are not limited to, the following:

30.8.2.1 Poor workmanship

30.8.2.2 Fronting / Sharing of premises

30.8.2.3 Evictions or abandoned workshops

Initials_____

30.8.2.4 Non-compliances to the merchant agreement, such as charging storage fees

30.8.2.5 Expired documentation, such as CSD, Insurance or B-BBEE certification documents.

30.8.2.6 Renovation / Moving premises or no longer in operation

30.8.3 Notification for the suspension of a merchant for non-fraudulent activities can be triggered by the following:

30.8.3.1 Upon request from the merchant

30.8.3.2 Internal email request from Contractor

30.8.3.3 Based on the outcomes of an inspection report

30.8.3.4 Complaint by the end user department

30.8.3.5 System triggers, such as compliance documentation validity.

30.8.4 The following process will be followed once a merchant is suspended for non-fraudulent activities:

30.8.4.1 The request is received, and the merchant is provisionally suspended, meaning that no further work is allocated to the merchant.

30.8.4.2 Re-routing of vehicles to other merchants where possible.

30.8.4.3 Communication with the merchant allowing them to make representation or take remedial action within 14 days.

30.8.4.4 Consider representation and/ or remedial action to either re-instate the merchant or place the merchant on permanent suspension.

30.8.4.5 Confirm that all vehicles are moved prior to permanent suspension.

30.8.4.6 Communicate with the merchant on re-instatement or permanent suspension.

30.8.4.7 Communicate with end user departments

30.8.5 Reasons for the initial temporary suspension for possible fraudulent activities can include the following:

30.8.5.1 Overcharging on invoices

30.8.5.2 Signing of the invoice by the merchants, instead of the end user

30.8.5.3 Unauthorised use of state vehicles

30.8.5.4 Unauthorised outsourcing of work

30.8.5.5 Bribery and corruption

30.8.5.6 Accidents with state vehicles

Initials_____

30.8.5.7 Theft of fuel, vehicle parts or the replacement of parts that was not unauthorized.

30.8.6 Notification for the suspension of a merchant for possible fraudulent activities can be triggered by the following:

30.8.6.1 Internal email request from Contractor

30.8.6.2 Based on the outcomes of an inspection report

30.8.6.3 Complaint by the end user department

30.8.6.4 Tip-offs by officials or the public

30.8.6.5 Outcome of an investigation

30.8.7 The following process will be followed for the suspension of merchants for possible fraudulent activities:

30.8.7.1 The request is received and the merchant is provisionally suspended, meaning that no further work is allocated to the merchant.

30.8.7.2 Re-routing of vehicles to other merchants where possible.

30.8.7.3 Investigations into claims to be done by the Contractor. Based on the outcome of the investigation, the merchant will be re-instated or placed on suspension.

30.8.7.4 Where the merchant is suspended, the Contractor will communicate with the merchant, allowing them to make representation or take remedial action within 14 days.

30.8.7.5 Considerations is made to the representation by the merchant of the remedial action to either re-instate the merchant or place the merchant on permanent suspension.

30.8.7.6 Confirm that all vehicles are moved prior to permanent suspension.

30.8.7.7 Communicate with the merchant on re-instatement or permanent suspension.

30.8.7.8 Communicate with end user departments.

30.8.8 A monthly report must be provided to the end users on the merchants that were suspended, soft-blocked, unsuspended or terminated.

30.9 **Management of Damages and Losses**

30.9.1 The Contractor shall be responsible for any loss or damage, including those caused by "force majeure," to a government vehicle while the vehicle is at the premises of a contracted merchant.

30.9.2 Should the vehicle be damaged to the extent that it can be repaired, the Contractor shall cover all costs related to the repair of the vehicle.

30.9.3 In the event of a total loss, the Contractor shall pay the State an amount equal to the book value of the vehicle within 90 days of the date of the loss.

 Initials_____

30.9.4 The book value will be calculated using the in the TransUnion Auto Dealer's Guide (M&M), with the following formula:

((Trade Value + Retail Value) / 2)) - % Adjustment for vehicle kilometres + Adjustments for accessories = Book Value

30.9.5 Should a vehicle be recovered within the 90 days, with possible damage, the Contractor will be responsible for repairing the vehicle and covering the repair costs.

30.9.6 Should a vehicle be recovered after 90 days, the ownership of the vehicle will be transferred to the Contractor upon payment of an amount equal to the book value of the vehicle, including any additional fitments to the vehicle.

31 ADDITIONAL INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

31.1 The following information should be made available by the Contractor and linked to every vehicle in the database provided by the State.

31.2 Where required, the Contractor should be able to provide reports to the State on the estimated market value of its fleet.

31.3 Information related to all the vehicles, specifying whether they are inside or outside warranty, service, maintenance, or motor plans.

31.4 Detailed information on warranties, service plans, maintenance plans, and motor plan inclusions and exclusions for all makes and models in the State's vehicle fleet.

32 MERCHANT DEVELOPMENT PLAN

32.1 Merchant Development Requirements

32.1.1 The Contractor will be required to implement a merchant development program specifically aimed at HDI (Historically Disadvantaged Individuals) merchants.

32.1.2 The Contractor will engage with various stakeholders within the industry, such as fitment centre chains, OEMs (Original Equipment Manufacturers), insurance companies, fleet companies, and industry bodies, to ensure the creation and sustainability of a robust merchant development program.

32.1.3 The Contractor must identify HDI merchants for development throughout the contract duration.

32.1.4 The Contractor must assist a minimum of 30 merchants in obtaining industry body affiliations or accreditation within the automotive industry. This must be completed within three years from the start date of the contract. The Contractor will be required to provide a report on all merchants assisted.

32.1.5 The merchant development program must be proportionally spread across all provinces participating in the contract.

 Initials_____

32.2 **Implementation**

32.2.1 The merchant development program will be finalised after consultation with the National Department of Transport and must be implemented within the first year of the contract. The program should be fully completed within the first three years of the contract. Failure to implement the merchant development plan as outlined will result in penalties as specified in Annexure F.

33 MEASUREMENT OF PREFERENTIAL PROCUREMENT

33.1 The Contractor shall ensure that the requirements as set out in the Broad-Based Black Economic Empowerment Act, Act no. 53 of 2003, as amended. (B-BBEE Act, as amended) is implemented as part of the contract.

33.2 The Change Control procedures as set out in this document will be followed in the event that there is a substantial change to the current requirements as legislated.

33.3 The State can at any time during the contract period request a full audit to be done on the requirements for B-BBEE expenditure and reporting as set out in this contract. The cost of the audit will be carried by the State.

33.4 The Contractor shall be required to ensure the following:

33.4.1 That all Contractors on the contract obtain a B-BBEE certificate as issued by a SANAS (South African National Accreditation System) accredited verification agency or in the event of an SMME, as issued by the accountant.

33.4.2 The Contractor shall ensure that Contractors rendering services under the contract are at all times in possession of a valid B-BBEE certificate.

33.4.3 The Contractor shall keep a database containing the details of B-BBEE accreditation certificates. This will include the date of the certificate being issued, the company that issued the certificate, the B-BBEE level obtained as specified on the certificate, the certificate number, a breakdown of the B-BBEE points scored in terms of employment equity, skills development, preferential procurement, ownership and the expiry date of the certificate.

33.4.4 The Contractor shall report to the State on a monthly basis or when requested on the following information:

33.4.5 The number of Contractors per level in terms of their B-BBEE accreditation certificate.

33.4.6 The total expenditure per level in terms of the B-BBEE accreditation certificate. This information will also need to be available per province, per department or per vehicle make or type.

33.4.7 The expenditure per category (EME's, QSE's and large) in terms of ownership

 Initials_____

33.4.8 Create a database of B-BBEE companies operating as locals.

33.4.9 Ensuring B-BBEE targets are met in accordance with **the dtic** Generic Codes, especially procurement and enterprise development elements.

34 CONTRACT LEAD OUT PROCESSES

34.1 Over and above the general requirements outlined in Section 35, the Contractor appointed under Category A will be required to:

34.1.1 Provide all mandates as signed by the end user departments.

34.1.2 Provide a list of all merchants, including their contact details, location, addresses, GPS locations, the amounts spent, B-BBEE status, and industry bodies to which they belong.

34.1.3 Provide details of all transactions that have not been completed, such as vehicles where approvals have not yet been granted, but the vehicles are already at the merchants.

34.1.4 The Contractor shall be responsible for the payment of all vehicles where approval for the repairs was granted to the merchant before the contract end date, regardless of when the repairs are completed.

34.1.5 The Contractor will be permitted to bill the end-user department for the work completed within 180 days after the expiration of the contract or as otherwise specified by the National Department of Transport, even if such a transaction falls outside the contract period.

34.1.6 The Contractor can arrange with the new contractor to take over any transactions where approval for repairs has already been granted.

35 CATEGORY A1 REQUIREMENTS

35.1 GENERAL

35.1.1 All the requirements set out in Category A will apply to Category A1, unless explicitly stated otherwise under Category A1.

35.2 CALL CENTRE

35.2.1 The Contractor must provide a separate call centre number and designated contact persons for users under this category.

35.2.2 The Contractor will ensure that additional resources are deployed to the call centre to maintain the required call answering times, despite the increased volume of vehicles.

35.3 MERCHANT AND VEHICLE INSPECTORS

35.3.1 The Contractor shall ensure that sufficient additional staff is employed to guarantee that vehicle and merchant inspections are completed within the required timeframes

Initials_____

35.4 MAINTENANCE APPROVAL PROCESS

35.4.1 All vehicles will be dispatched from a specific or identified government garages or offices, and where possible, after an inspection has been carried out by the delegated official.

35.4.2 The End User will complete a pre-booking form (job card), upon which the maintenance call centre will be contacted. The pre-booking or job card can be done on an internal electronic system and will require electronic interactions between the systems of the end user and that of the Contractor.

35.4.3 The maintenance call centre will allocate the work in line with Annexure C.

35.4.4 The end user shall make an appointment with the merchant for when the vehicle will be brought in for maintenance or repairs.

35.4.5 The vehicle will be taken to the designated merchant. This may be done by requesting a tow-in through the call centre or the vehicle being delivered or driven to the merchant by the end user. The end user will notify the Contractor when a vehicle is taken in for maintenance or repairs.

35.4.6 The merchant will generate a quotation and will send it through to the Contractor.

35.4.7 The Contractor shall approve the transaction, should it fall within the limits as prescribed in the mandate of the end user. Alternatively, a clearance will be forwarded to the end user for approval.

35.4.8 The Contractor will communicate with the merchant once approval is received from the end user.

35.4.9 The merchant will receive the authorization, complete the repairs and inform the end user that the vehicle is ready for collection.

35.4.10 The vehicle can only be collected by a designated official providing the required identification to the merchant.

35.4.11 The designated official or individual will collect the invoice and the vehicle, and will hand over both to the assigned official at the government garage or local office.

35.4.12 The government garage will confirm that all work as identified on the authorization and as contained in the invoice was completed.

35.4.13 The invoice will be scanned in and submitted to the Contractor for payment.

35.4.14 The Contractor must facilitate the electronic communication between the Contractor's system and that of the end user where required. This can include, but is not limited to, status updates and notifications.

Initials_____

CATEGORY B: FUEL, OIL AND TOLL

36 INTRODUCTION TO REQUIREMENTS

36.1 The State requires a solution for the procurement of fuel, oil and toll.

36.2 Provision of fuel cards for the payment of a combination of fuel, oil, tolls, and, where applicable, alternative fuels or electric charging.

36.3 A system for collecting fuel transactions from bulk fuel sites and managing on-road fuel operations.

36.4 End-user departments may, as needed, order bulk fuel cards for the refuelling of handheld equipment, such as brush cutters, chainsaws, and similar tools.

36.5 The management and verification of all fuel transactions and the management of transaction flows.

36.6 The payment of fuel merchants and the billing of the end-user department.

36.7 Transferring of data to the Contractor appointed under of Category A.

36.8 Generating management reports.

37 PROVINCIAL OFFICE

37.1 The contractor will not be required to have provincial offices. However, the contractor must ensure that all end-users receive adequate customer services, which includes:

37.1.1 The attendance of provincial transport meetings as scheduled by the provincial departments of transport or the National Department of Transport for national departments.

37.1.2 General customer services, including attendance and participation in end-user department and provincial transport forums, client visits and training.

37.1.3 Daily management of the contract and assisting departments and resolve issues that arise with the day-to-day operation of the contract.

37.1.4 Assist with the optimisation of the State's fleet by following best fleet management practice.

37.1.5 General administration.

37.1.6 Generation of non-standard reports.

37.1.7 Correction of any information as contained in reports or otherwise.

37.1.8 Assist Departmental Transport Control Officers and Transport Officers on the reports generated.

37.1.9 Assist with the cancellation of fuel cards.

Initials_____

37.1.10 Assist with any merchant-related challenges.

37.1.11 Ensuring distribution and delivery of fuel cards to end-user departments.

38 FUEL CARD CALL CENTRE

38.1 A fuel card call centre facility must be established by the Contractor at no additional cost to the State.

38.2 **Functions of the Call Centre**

In order for the supplier to meet the requirements the following functions must be provided in the call centre:

38.2.1 Answering of calls

38.2.2 Assistance with non-functional fuel cards and overrides.

38.2.3 Reporting of lost or stolen cards

38.2.4 Call centre management

38.2.5 Operated 24 hours a day, 7 days a week, no cell phones allowed.

38.2.6 The call centre should provide the option to route calls in a manner that allows officials to receive assistance in their preferred language.

38.2.7 A toll-free call centre must be made available for departments and all suppliers and merchants contacting the Contractor.

38.2.8 All calls between the State, the Contractor, and merchants must be recorded for quality and training purposes. These recordings should be retained for a period of one year, unless the recording is part of a dispute record, in which case it must be kept indefinitely.

38.2.9 The State should have access to such recordings within 48hrs of an incident occurring.

38.2.10 Call centre availability

38.2.11 The Call centre must be available 99% of the time, failure to do so will result in a penalty.

38.2.12 The Contractor must implement contingency plans to ensure service continuity in the event the call centre becomes unavailable.

38.2.13 The Contractor shall ensure that 95% of all calls are answered in person within one (1) minute. An automated telephone answering service will not be considered as a call being "attended to".

38.2.14 The Contractor will incur penalties for each call not answered within five (5) minutes.

38.2.15 The call centre must be fully operational at the time of contract implementation.

38.3 **Reporting on Call Centre**

 Initials_____

38.3.1 The Contractor must be capable of generating functional electronic call centre reports for feedback to the State.

38.3.2 These reports should be available as scheduled electronically or upon written request from the end user within 48 hours.

38.3.3 The reports should include, but are not limited to, metrics such as average call waiting time, call duration, and dropped calls.

38.3.4 Information must be available by national department, provincial department, or any entity participating in the contract.

38.3.5 Upon request, all data must be consolidated into a single report covering all end users of the contract.

38.3.6 All reports must be customizable to specific time periods, such as weekly, monthly, or yearly.

38.3.7 If requested by an end user, the Contractor should be able to provide the report in a hard copy format.

39 PROVISION OF A CARD FOR THE PAYMENT OF FUEL, OIL AND TOLL

39.1 General

39.1.1 The Contractor shall supply one card for each vehicle under this contract, adhering to the following specifications, to be used for one of the following purposes:

i. Payment for fuel, oil and toll fees

ii. Payment for fuel and oil only

iii. Payment for toll fees only

39.1.2 A department or province can request a card to be issued for identification purposes only, for vehicles that do not use the normal fuel card system.

39.2 Issuing and Delivery of Cards

39.2.1 The Contractor shall provide a fuel card to the end-user department within 72 hours of the order being placed by the end-user department through the prescribed process.

39.2.2 Failure to provide the fuel card within the required period will result in a penalty being issued by the end user department. (Refer to Annexure F)

39.2.3 If a card is not issued within the required time frame, the Contractor must make alternative arrangements for vehicle refuelling, subject to approval by the end-user department.

39.2.4 Cardholders, designed to be attached to keyrings, must be provided for all fuel cards issued.

Initials_____

39.2.5 The Contractor shall issue a card at the commencement of the contract, a replacement card, or a card for a new vehicle only to the official(s) identified in the mandate of the end-user department, based on written instructions provided in an agreed format.

39.2.6 Where required, the Contractor must provide an interface for the ordering and cancellation of fuel cards through the system of the end-user department, a web friendly interface or a mobile application.

39.2.7 The Contractor must implement a system that allows for online/electronic ordering, cancellation, and replacement of fuel cards/devices, at no additional cost to the State.

39.2.8 The Contractor must ensure that all cards are ordered by officials as specified in the mandate signed by the department.

39.2.9 The cards must be delivered to the mandated official via a trusted and secure courier service, within the specified area of operation as requested by the State.

39.2.10 All cards, whether new or replacement, must not expire later than the expiry date of this contract.

39.2.11 The Contractor shall not charge the State for the cost of replacement cards or their distribution.

39.2.12 Fuel cards should be issued for the duration of the contract.

39.2.13 The following will be for the account of the Contractor:

i. Any card issued with incorrect details

ii. Any card transactions done after government submitted a request to cancel a card. In addition, these transactions must be excluded from the normal fuel reporting to government.

iii. The provision of a replacement card when the issued card becomes unusable due to overuse, malfunction, or any other reason, as requested by the end-user department.

iv. Replacement of a lost or stolen card

v. Any replacement card issued by the Contractor to an end-user department, where the original card was cancelled and was no longer required.

39.3 **Card information**

The following information should appear on the card:

39.3.1 License number of the vehicle;

39.3.2 Vehicle make, model and engine capacity;

39.3.3 VIN – Vehicle Identification Number;

39.3.4 Tank capacity in litres;

39.3.5 Expiry date of card;

Initials_____

39.3.6 Fuel type

39.3.7 Colour of vehicle

39.4 **System information**

The Contractor shall capture accurate and valid data for each new card included in the contract, which must be confirmed with the relevant end-user department:

39.4.1 License number;

39.4.2 Classification code;

39.4.3 Date of registration;

39.4.4 Government classification code;

39.4.5 Make, model and engine capacity;

39.4.6 Engine number;

39.4.7 VIN number;

39.4.8 Colour of the vehicle;

39.4.9 Tank capacity;

39.4.10 Additional Tank capacity

39.4.11 Purchase price;

39.4.12 Departmental and user code allocated to the vehicle;

39.4.13 Cost Centre code as provided by Contractor;

39.4.14 Drive wheels (4x4, 4x2, etc.)

39.4.15 Gearbox type (Automatic/manual)

39.4.16 Fuel type (Petrol/ Diesel / Electric / Hybrid)

39.4.17 Name, address, telephone and facsimile numbers and e-mail address of Departmental Transport Officer and Fleet Responsibility Manager;

39.4.18 The information captured in the Contractor's system must verify all details of the specific vehicles, accounting for any alterations in the vehicle's manufacture or modifications made by the State (e.g., the addition of a fuel tank to a vehicle).

39.4.19 The Contractor's system must provide for exceptions regarding vehicles that are not manufactured according to standard specifications.

40 FUEL

Initials_____

40.1 Any authorized individual using the State's vehicles must have the capability to refuel vehicles at any location within South Africa.

40.2 If required, the Contractor must ensure that vehicles can be refuelled outside the borders of South Africa, upon request from the end-user department.

40.3 The Contractor shall provide electronic payment facilities to facilitate vehicle refuelling at any location within South Africa, as part of on-road fuelling.

40.4 All transactions must be conducted electronically, except in exceptional circumstances such as power failures. In such cases, the Contractor must manually capture all transactions within 48 hours of the event.

40.5 The Contractor's agreement with each merchant must require the use of an electronic card reader or device to facilitate transactions.

40.6 The minimum information to be collected for each fuel transaction must include the date and time, the merchant, the volume of fuel dispensed, the transaction value, and the vehicle's kilometre reading.

40.7 The Contractor must implement proactive measures to prevent fuel fraud.

40.8 In respect of merchants that supply fuel and oil, the State will refute a claim for payment where:

40.8.1 There is a possibility that the transaction may be illegal/unlawful

40.8.2 The claim relates to a fuel transaction where more litres of fuel were dispensed than is illustrated by the tank capacity printed on the card plus 10%; or

40.8.3 It relates to purchases other than fuel, oil or toll fees; or

40.8.4 The odometer reading has not been submitted; or

40.8.5 An invalid card had been used.

40.8.6 A cancelled card is used;

40.8.7 The price charged is in excess of a price considered reasonable for that type of fuel, oil or toll.

40.8.8 The Contractor's agreement (merchant contract) with each merchant shall:

40.8.9 Stipulate the need for the merchant to retain all records and documents relating to transactions for a minimum of 5 (five) years from date of transaction.

40.8.10 Hold the merchant liable for the repair costs of any vehicle damaged by the dispensing of contaminated fuel into a State vehicle.

41 DISCOUNTS AND REBATES

Initials_____

41.1 The State reserves the right to negotiate the fuel price if fuel prices are deregulated by legislation during the contract period.

41.2 The Department of Energy regulates the pump price of petrol and the wholesale price of diesel. The Contractor shall negotiate a discount on behalf of the State with fuel suppliers for all diesel purchases.

41.3 Any rebates, reconciliations, and the collection thereof shall be managed by the Contractor on behalf of the State. These should either be refunded or billed at the discounted rate to the end-user department, should legislation permit such negotiations.

42 CONTROL MEASURES

42.1 The Contractor shall ensure that the following minimum control measures are implemented to prevent the misuse or abuse of the fuel card:

42.1.1 A report comparing the distance and time between fuel transactions for the same vehicle.

42.1.2 Multiple fill-ups of the same vehicle beyond the limits specified in the mandate within a specified time period.

42.1.3 Claims related to more than two (2) fuel transactions within a 12-hour period for the same vehicle at the same merchant, unless the transaction can be verified as a requirement by the specific end user.

42.1.4 Filling of vehicles that are in for accident repairs and not drivable.

42.1.5 Fuelling of vehicles that were issued a pre-authorization number.

42.1.6 Fuel transactions on vehicles that have been withdrawn or where fuel cards have been cancelled.

42.1.7 Fuel transaction for vehicles awaiting disposal or that are not identified as active on the asset register of the end user department.

42.1.8 Dormant fuel cards.

42.2 In addition to the control measures, the Contractor will be required to:

42.2.1 Identify risks related to fuel cards and fuel transactions.

42.2.2 Identify trends and trend analysis.

42.2.3 Interrogate data in reports to ensure accuracy of reports and the investigation of inaccuracies and the correction of reports where required.

43 TOLL FEES

43.1 The Contractor, as appointed under Category B, shall provide the State with a card solution for the payment of toll fees.

Initials_____

43.2 Some end-user departments, as defined in the Transport Laws and Related Matters Amendment Act, are exempt from paying toll fees.

43.3 The Contractor will manage queries related to toll transactions submitted by the end-user department.

43.4 The fuel card payment method for toll fees must be available for all end users who require it.

43.5 For toll transactions, the merchant, through the Contractor, shall charge the State the total amount of toll transactions for each vehicle at each individual toll booth.

43.6 The date, time, value, and identification of the tollgate must be included in the reporting to the State.

44 FUEL MANAGEMENT AT HOME BASED SITES

44.1 The Contractor shall provide the State with facilities to collect the following information related to government off-road fuel sites (RT70 Bulk Fuel contract):

44.2 The number of fuel fill ups for government vehicles per site.

44.3 The number of refills per vehicle per site, the litres of fuel dispensed per vehicle, and the current kilometre reading of the vehicle.

44.4 Information related to fuel consumption and vehicle kilometre readings must be updated, along with data collected from on-road sites.

44.5 All volumes of fuel dispensed at home-based sites must be included in the reporting, where possible, but not in the billing.

44.6 A device or system must be provided to collect transactions from bulk fuel sites. The cost must be indicated in the pricing schedule, including installation and maintenance costs.

44.7 All sites must be equipped with the necessary technology or equipment within 14 days of the request being submitted by the end-user department.

44.8 All manual transactions must be captured within 48 hours of receipt from the State. These transactions must be included in the regular reporting.

44.9 All installations at bulk fuel sites will be leased, not purchased by the State. The Contractor is required to remove all installations at the conclusion of the contract.

44.10 The government uses bulk fuel sites to refuel tankers or trailers that transport fuel to equipment in the field. The Contractor must provide a mobile device to be used by these tankers and trailers to manage the fuel dispensed to various pieces of equipment.

45 REPORTING

Initials_____

45.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed under Category A. All information must be transferred through an automated process, in the format and by the cut-off time agreed upon between the Contractors.

45.2 The Contractor should familiarise itself with the reporting requirements outlined in Category A and the fields for reporting specified in Annexure G, to ensure that all required fields are captured and provided in their system.

45.3 As part of the monthly billing pack, the Contractor must provide the end user with the invoice along with the required supporting documentation, including relevant reports.

45.4 In return, all information related to the vehicle, the end-user department, and any other information required by the Contractor under Category B, shall be obtained from the Contractor appointed under Category A.

45.5 The Contractor's information system must have the capability to provide information related to the fleet at the following levels:

Table 4: Reporting Levels for Fuel Management

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

45.6 The Contractor must provide the state with the GPS coordinates of all filling stations or charging stations for Electrical vehicles.

46 FRAUDULENT TRANSACTIONS AND RECOVERY

46.1 The following process for the recovery of cost will be followed in the event of any fraudulent fuel transactions:

46.1.1 In the event that it can be proven that an official is involved in committing any act of fraud, the end user department shall report it to the South African Police Service (SAPS) after receiving all the required supporting documentation from the Contractor.

46.1.2 The State shall utilize the normal debt recovery process to recover any losses that it may have suffered.

Initials_____

46.1.3 The State shall not bear the cost or be liable for any other losses caused by fraudulent activities in relation to fuel cards or fuel transactions, irrespective of the loss being caused by the merchant, an employee of the merchant or any other party.

46.1.4 The Contractor shall pay back the cost of the transaction and the transaction fee within 30 days a transaction being proved as fraudulent.

47 PROVISION OF BULK FUEL CARDS

47.1 The Contractor shall make bulk fuel cards available to end-user departments as and where required for purchasing fuel.

47.2 Bulk fuel cards can be utilized for non-vehicle assets and may include construction equipment, generators or any other type of equipment that utilizes fuel.

47.3 The following parameters, applicable to the bulk fuel card, must be provided by the End-User Department at the time of ordering the bulk fuel card:

47.3.1 A monthly rand value limit applicable to the bulk fuel card.

47.3.2 The maximum number of transactions allowed per bulk fuel card.

47.3.3 The maximum litres permitted per transaction for each bulk fuel card.

48 CONTRACT LEAD OUT PROCESSES

48.1 In addition to the requirements outlined in the End User Requirements, the Contractor appointed under Category B must manage all interactions with third parties necessary to complete these processes.

Initials_____

CATEGORY C and C1: VEHICLE TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT

49 INTRODUCTION TO REQUIREMENT

The State requires three different tracking device systems and three different on-board camera systems to be procured through this contract as set out herein.

49.1 **Tracking devices**

49.1.1 The State requires three different tracking device systems to be procured through this contract:

i. System 1, Basic Unit

ii. System 2, Intermediate Unit

iii. System 3, Advanced Unit

49.1.2 The Contractor shall make available driver tags for the Intermediate and Advanced units to allow the State to identify the driver of a State vehicle at a specific time.

49.2 **On-board cameras**

49.2.1 The State requires the installation of the following three different onboard vehicle camera systems:

i. Road-facing dash cameras,

ii. Driver-facing (in-cab) cameras

iii. Auxiliary cameras

49.2.2 These camera systems must be capable of recording, storing, and retrieving data.

49.2.3 The camera system will be used to support the State in monitoring driver behaviour, conducting incident and accident investigations, and deterring reckless driving and criminal activity.

49.2.4 The Contractor must remove all units installed during the contract period upon the termination of the contract.

49.2.5 All systems are to be leased for the full contract period. The State will not purchase any units.

50 MANDATE DOCUMENT

50.1 The Contractor shall be required to create a mandate document to be signed by each end-user department participating in the contract.

Initials_____

50.2 The mandate must include details such as the names of officials with various levels of access to view or amend information on the system, the responsible officials for granting or modifying access, and any other security-related matters.

50.3 Additionally, the mandate must specify the officials responsible for ordering new devices or removing existing devices.

51 BILLING AND SUPPORTING DOCUMENTATION

51.1 All units will be leased for the duration of the contract period. The State will not be liable for any maintenance or other costs, except for the fees outlined in the pricing schedule. The fee must cover all repair, maintenance, software licenses, software training, professional services, warranties (where applicable), and all discounts in a single monthly rental price per fitted vehicle tracking unit, inclusive of VAT.

51.2 The Contractor must invoice departments in accordance with the pricing schedule and provide the end-user departments with supporting documentation and reports when submitting the invoice for payment.

52 REPORTING AND DATA SHARING

52.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed under Category A. All information must be transferred at least daily through an automated process and in the format agreed upon by both Contractors.

52.2 The objective of the sharing of data is to:

52.2.1 Ensure that the assets managed in category A and Category C corresponds in terms of vehicle make, model and other details.

52.2.2 Validate fuel transactions with the location of the vehicle at the time of the fuel transaction taking place and comparing it to the location of the filling station.

52.2.3 Assist in the measurement of the fleet downtime by using the location of the vehicle compared to the location of the merchant at the time of the maintenance transaction taking place.

52.2.4 To assist in avoiding fraudulent activities by merchants, such as vehicles being used for other purpose other than a test drive or the actual repair of the vehicle.

52.3 The Contractor should familiarise itself with the reporting requirements outlined in Annexure G to ensure that all required fields are captured and provided in their system for transfer to the Contractor appointed under Category A.

52.4 The Contractor will be required to provide all other reports, both online and in hard copy format, as needed.

Initials_____

53 IT SYSTEM REQUIREMENTS

53.1 General

53.1.1 The State will not pay any software costs related to system development or licenses.

53.1.2 The system must be a Web-Based System and must enable end users of the system to download reports into Microsoft products such as Excel or Word.

53.1.3 The system should allow for a web-based application to allow for a multi-tier operation, with varied and specific levels of access, reporting and control.

53.1.4 The system must be able to generate audit trails compliant with all legal requirements and document management systems so that information can be stored and utilised as and when necessary.

53.1.5 The system fitted must have the capability of storing all log information to ensure that the system is operational at all times. Historical information should remain accessible and should not be removed from the system.

53.1.6 The vehicle units must have the capability to be updated remotely, without them being removed.

53.1.7 The system must be user-friendly and easy for non-technical staff to operate.

53.2 General System functionality

53.2.1 The system must forward incident messages to one or more cell phones and/or e-mail addresses or information via apps on a suitable smartphone or tablet to designated users allocated by the end user department informing the users of pre-determined exception reports.

53.2.2 The system fitted to the State vehicles must have adequate software that will monitor the vehicles to be able to generate the various reports as required in terms of this specification.

53.2.3 All information generated must be exportable to the system of the Contractor appointed under Category A that will be responsible for reporting.

53.2.4 It must be possible for the various management reports to be e-mailed to the end user departments at the reporting levels as set out in general requirements.

53.2.5 The system shall allow for the importing of data such as vehicle details or any other vehicle information as may be required to enhance the functionality of the tracking devices either from the Contractor appointed in term of Category A or any other source that the end user may determine.

53.2.6 The system application (or set-up) must be simple and user friendly and should allow the user to configure the data of their system.

Initials_____

53.2.7 The system should not allow the user to add or edit vehicles as this information will be received via an electronic download from Contractor appointed under Category A. The system should also be able to record each vehicle's VIN number, asset number and fleet number for ease of identification.

53.2.8 Additional parameters should be configurable against each vehicle including logging frequency and other hardware specific parameters. Vehicles should have the ability to be assigned to groups, allowing reports by vehicle as per the definition of a vehicle per the contract.

53.2.9 The system should allow for roaming to neighbouring countries

53.2.10 The Contractor must outline provisions for system downtime, including maximum allowable downtime, response times for issue resolution, and escalation procedures. These details should be clearly defined in the SLA under maintenance and support to ensure minimal disruption to operations.

53.3 **Tracking System functionality**

53.3.1 The system should allow for simultaneous viewing of multiple vehicles on one map.

53.3.2 The maps must support zooming in and out. The zoom feature must allow any level of zoom and automatically switch to more or less detailed map sets in order to seamlessly give the user the ability to zoom to any level. The maps should support simple drag or panning permitting the user to move easily across the maps.

53.3.3 The maps must be printable at any point in time (with any data, any zoom or panning state)

53.3.4 All data generated by the tracking devices must be retained by the Contractor for period of 5 years after the conclusion of the contract.

53.3.5 A legend should be available to show the colours and styles of any information displayed on the maps (zones, points, exceptions and stops).

53.4 **User access and system rules**

53.4.1 The Contractor's system shall make provision for the creation of individual profiles for officials having access to the system. This shall include usernames and passwords and a user-friendly way for recovering the passwords. Access to the system should allow for customized access by different officials in a department, based either on rank or on functions.

53.4.2 The system must also allow the user to configure working days, times, as well as public and other holidays, enabling the setup of specific rules for working hours or after-hours to generate exception reports when necessary.

53.4.3 The system must allow the user to easily redefine, update or modify and apply rules to either new, existing data or historical data as required.

Initials_____

53.4.4 Modification of rules should allow for various parameters, such as start time and date, end time and date, driver details, vehicle details, single or multiple selection of vehicles and drivers etc.

54 CALL CENTRE

54.1 Functions of the Call Centre

In order for the supplier to meet the requirements of the end-user departments, the following functions must be provided through a call centre:

54.1.1 Answering of calls

54.1.2 Provide technical guidance to officials

54.1.3 Deal with queries from end user departments

54.1.4 Support the fitment of new devices

54.1.5 Assist with vehicle recovery operations in the event that a vehicle is reported as stolen.

54.2 Call Centre Requirements

54.2.1 The call centre must operate 24 hours a day, 7 days a week, with no use of cell phones allowed.

54.2.2 The call centre should be staffed with adequately trained personnel.

54.2.3 All calls between the State and the Contractor must be recorded for quality and training purposes. The State should have access to these recordings within 48 hours of an incident occurring.

54.2.4 Call centre staff must have knowledge of the geographical areas to which they are assigned.

54.3 Call Centre Management

54.3.1 The call centre must be available 99% of the time. Failure to meet this requirement will result in a penalty.

54.3.2 The call centre should offer the option to route calls in such a manner that officials can be assisted in their preferred language.

54.3.3 A toll-free call centre option must be available for departments contacting the Contractor.

54.3.4 The Contractor must implement contingency plans in the event that the call centre is unavailable.

54.3.5 The Contractor must ensure that 95% of all calls are answered within 1 (one) minute by a live representative. An automated telephone answering service does not constitute a call being "attended to".

54.3.6 The Contractor will be penalized for every call not answered within 5 minutes.

54.3.7 The call centre must be fully functional at the time of contract implementation.

54.4 Call Centre reporting

Initials_____

54.4.1 The Contractor must be capable of generating meaningful electronic call centre reports for feedback to the State.

54.4.2 These reports should be available as scheduled electronically or, upon request, within 48 hours in writing by the end user.

54.4.3 Reports should include, but are not limited to, average call waiting time, call duration, dropped calls, etc.

54.4.4 The information must be available per national department, per provincial department, or per entity participating in the contract.

54.4.5 Upon request, all information must be consolidated into one report covering all end users of the contract.

54.4.6 All reports must be customizable for specific periods, such as a week, month, or year.

54.4.7 If requested by an end user, the Contractor must be able to provide the report in hard copy format.

55 IMPLEMENTATION

55.1 To ensure uninterrupted services to the State, the implementation must commence on the date of the acceptance letter being issued by the National Treasury to the successful bidders.

56 TRACKING DEVICES: MINIMUM REQUIREMENTS

56.1 No hardware fitted to a vehicle shall compromise the warrantee of the OEM/ Vehicle manufacturer. The contractor shall be liable for any vehicle damage caused and the repair thereof that can be attributed to the incorrect fitment of the tracking device.

56.2 Vehicle tracking using GPS (Global Positioning System) type satellite technology.

56.3 The system may utilize a GPS antenna that is mounted on the inside of the vehicle to avoid tampering from external forces.

56.4 The vehicle unit must be secure, water and dust resistant and not easily tampered with.

56.5 The vehicle-mounted vehicle-tracking unit must not lose data, ID, etc. and if the ignition is switched off or is disconnected from the vehicle's battery the unit shall remain fully functional via an internal battery.

56.6 The internal battery of the vehicle-mounted vehicle-tracking unit shall recharge automatically from the vehicle-installed battery.

56.7 The system must go into a "sleeping mode" when the vehicle is inactive to preserve battery life.

56.8 The system must have a backup battery that can last independently for at least 72 hours.

56.9 The vehicle-mounted vehicle-tracking unit must operate within a voltage range from 9 to 40-volt DC and must be protected against reverse polarity and be fitted with an in-line fuse.

Initials_____

56.10 The vehicle-mounted vehicle-tracking unit may not, when the vehicle's ignition is turned off, draw more than 12MA of current, with the GSM not active and 50MA of current with the GSM active at 12V, thus ensuring long battery life of the vehicle.

56.11 Positional information should be stored in accordance with actual driving conditions so that vehicle and driver activity in built up areas and on winding roads is accurately recorded. Sufficient vehicle on-board memory must be provided.

56.12 In case of incorrect data download, the system must easily allow for repeated retrieval of trip data.

56.13 Connections between the vehicle-mounted tracking unit and the vehicle's electrical wiring must not be made on the wiring harness but should be directly connected via an in-line fuse to the vehicle's electrical controls or batter.

56.14 All wiring and connectors shall be durable and in compliance with International and National automotive standards. Wiring in the engine bay must be protected by heat resistant sleeving to meet industry standards.

56.15 The contractor must perform daily health check on all devices fitted and repair malfunctioning units within a period of 72 hours, excluding weekends. The contractor must make daily reports available to end user departments on malfunctioning units.

57 TRACKING SYSTEM 1: BASIC UNIT FUNCTIONALITY

57.1 All the requirements as set out above under general requirements must be adhered to.

57.2 The required unit is a passive tracking device or a covert unit that can be activated at any time to locate a specific vehicle, whether it is stolen or when the location of the vehicle is needed by the management of the end user department.

58 TRACKING SYSTEM 2: INTERMEDIATE UNIT FUNCTIONALITY

58.1 Needs to conform to all the requirements for System 1.

58.2 Where an additional unit (covert unit) needs to be fitted to ensure that the functionality is met, the cost of such a unit shall be included in the pricing for this item.

58.3 The system must be able to provide the end user department with statistics in respect of monthly vehicle utilization.

58.4 The system should be able to:

58.4.1 Collect kilometre data in line with the odometer reading of the vehicle. The contractor needs to ensure that the device is calibrated or the odometer reset within 72 hours of an odometer reading being identified as inaccurate and the department making the vehicle available.

Initials_____

58.4.2 The contractor must have the ability to remotely change or amend the odometer reading to be in line with the recorded odometer reading. The contractor must make the amendments to the odometer reading or provide end users with access to the system in the event that the end user opts to make the amendments themselves.

58.4.3 Identify over speeding in terms of speed limits or when a vehicle exceeds pre-set speed limits.

58.4.4 Vehicle usage after working hours, public holidays and weekends.

58.4.5 Indicate the duration of each trip and for how long the vehicle were parked.

58.4.6 Accommodate various zones and must indicate when a vehicle enters and exits a zone defined on the system as a restricted zone. End users should be able to identify zones in terms of office zones, customer zones and private zones by drawing it on the applicable maps and naming these zones.

58.4.7 Zones should allow the option of either being normally visible when the map is active or not visible so as not to clutter the maps where necessary.

58.4.8 There should be no limit to the number and combination of zones able to be created within the system

58.4.9 Ensure that reports can be provided indicating that a vehicle did not leave a defined operational area or zone.

58.4.10 Ability to locate the nearest available vehicle to a particular address.

58.4.11 To send alerts on the arrival at a pre-set destination

58.4.12 To provide real-time, on screen display of whereabouts and status of vehicles.

58.4.13 Be able to provide speed profile reports in a graphical or any other easily interpreted representation of the vehicle's speed within a user defined period. The system must be able to determine, for example, average speed of vehicles per trip/per day. The reports must be able to record the maximum speed of a vehicle during the day.

58.4.14 Be able to generate exception reporting to indicate in summary or in detail a list of exceptions by driver or by vehicle, when the violations occurred, and how the number of occurrences of each exception in a particular period. An example will be where a driver exceeds designated speed limits.

58.4.15 Trip list – a log-book or list of trips that a driver or vehicle completed for a specific period defined from stop to stop.

58.4.16 The installed system must provide a "running odometer" independent from vehicles odometer. The system must record route(s) and report any deviation from the designated route(s).

58.4.17 A defined combination of street or zone name should be displayed if the stop was within a defined zone and the arrival and departure times given.

Initials_____

58.4.18 Additional information required includes the stopped time, the distance from the previous stop as well as the driving time from the previous stop, the average and maximum speeds achieved on that trip, any engine idling, and the vehicle's odometer reading upon arrival.

58.4.19 Activity during and after hours must be differentiated, and violation of defined speed limits or engine idling times must be highlighted

59 TRACKING SYSTEM 3: ADVANCED UNIT FUNCTIONALITY

59.1 Needs to conform to all the requirements of System 1 and System 2.

59.2 Where an additional unit (covert unit) needs to be fitted to ensure that the functionality is met, the cost of such a unit shall be included in the pricing for this item.

59.3 The system should be able to monitor, capture and report on the following as part of the price of the standard system:

59.4 Monitor vehicle ignition status (On/Off)

59.5 Audible notification (Sound buzzer) where the speed limit is exceeded, including reports on over speeding

59.6 Monitor battery connectivity.

59.7 No opening the door (or any other auxiliary trigger that monitors a change in state such as tampering with the bonnet, battery etc. of the vehicle).

59.8 Duration whenever the fuel tank lid is removed / tank is opened.

59.9 Should monitor the fuel levels within the fuel tank and the times that there are substantial changes in the fuel tank levels such a tank being filled or drained.

59.10 Where required, built-in accelerometer to monitor, record and report on driving styles such as aggressive driving, harsh braking, harsh acceleration or impact

59.11 The system should be able to provide second-by-second data when required, in order to detail and reconstruct the events leading up to an accident or other event. This should be automatic, without manual data capturing necessary. The system must have an accident impact sensor to record data and the time of impact, where required.

59.12 Monitoring of excessive idling and over revving of vehicle

59.13 Panic button installed in the vehicle

59.14 There must be an option to immobilize the vehicle remotely. Activation or demobilizing of the vehicle should be allowed only for designated officials within a department.

Initials_____

59.15 As part of the standard System 3, the system should be able to generate the following information to provide reports on the following:

59.16 Be able to produce driver overview/error reports. This will enable the Department to identify possible bad driving habits and then to put into place measures to correct such habits thereby improving the driving habits of officials.

59.17 The system should record "accident data" which may be automatically downloaded when required. This data will display tracking information at a second-by-second resolution in the time preceding the accident. The accelerometer within the unit should recognize an "impact" and then automatically download the relevant accident data to the system, and at the same time a notification of the accident must be sent to the relevant users or departmental management team as identified by the end user department

59.18 Provide risk management reports to indicate a summary of statistics by vehicle or driver relating to speeding exceptions, stop lengths, excessive engine idling, after hours usage, attempted system tampering (if any) and productivity within a particular period

59.19 The following items should be priced as optional extras and will not be utilized for the evaluation of the bid. End user department will be able to order these optional extra's as and when required.

59.20 Separate pricing will be required per driver tag as the number of tags required by the end user department will be dependent on their number of drivers.

60 ON-BOARD CAMERAS: MINIMUM REQUIREMENTS

60.1 Audio

60.1.1 All units must be equipped with both a microphone and a speaker, and must support audio recording functionality where required.

60.1.2 Units must be capable of delivering audible alerts to the vehicle's driver.

60.2 On / Off

60.2.1 The system must remain operational at all times when the vehicle is turned on and must not provide the driver with the ability to disable it.

60.2.2 The system must allow the driver to manually activate the camera when the vehicle is turned off.

60.2.3 The system must be capable of continuing to record for a minimum of 10 seconds after the vehicle has been switched off.

60.3 Display

Initials_____

60.3.1 The system must be equipped with a display screen that provides visual alerts to the driver and allows the driver to switch between multiple camera views, where more than one camera or a 360-degree system is installed.

60.4 **Visuals**

60.4.1 The State requires that all installed cameras be wired; wireless cameras will not be accepted.

60.4.2 All cameras must be equipped with night vision capabilities and must provide clear images in low-light or night-time conditions.

60.4.3 The system must be adaptable to accommodate driver and passenger privacy requirements, where applicable.

60.4.4 Cameras must have a minimum resolution of 1080p Full HD.

60.4.5 Image quality must ensure clarity, accurate colour representation, and strong performance in low-light environments.

60.5 **Monitoring**

60.5.1 The camera system must operate continuously and be capable of recording events triggered either manually by the driver or automatically by unusual activity, including but not limited to harsh braking, swerving, collisions, uneven road surfaces, or sudden changes in speed.

60.5.2 The system must be integrated with the vehicle's engine control system or equipped with a motion detection sensor, such as a G-sensor.

60.6 **Head Unit / On Board Computer**

60.6.1 The head unit must support live streaming of the vehicle's camera views.

60.6.2 The system must allow for adjustments to camera settings, including resolution.

60.6.3 The system must be capable of automatically identifying recordable events, such as accidents.

60.6.4 Upon detection of an event, the system must capture and record both audio and video from inside and outside the vehicle.

60.6.5 Events must not be remotely triggered, and recordings must be limited to a maximum of 12 seconds per incident.

60.7 **Connectivity**

60.7.1 The system must include cellular connectivity, with support for 4G networks.

60.7.2 All data costs associated with the system must be included in the monthly service fee.

Initials_____

60.7.3 The system must support live streaming functionality. In vehicles equipped with multiple cameras, the live stream must display multiple camera views simultaneously.

61 CAMERA 1: ROAD FACING DASH CAMS

61.1 The system should allow for a forward collision warning.

62 CAMERA 2: DRIVER OR IN-CAB FACING CAMERAS

62.1 The System should allow for the detection of the following:

62.1.1 Driver's distraction

62.1.2 Mobile phone warning

62.1.3 Fatigue

62.1.4 Camera covering or tampering

62.1.5 Unbuckled seatbelt

62.1.6 Possible traffic violations

63 CAMERA 3: AUXILIARY CAMERAS

63.1 The system must support the installation of multiple cameras around the vehicle to enable a comprehensive 360-degree view.

63.2 This configuration may include, but is not limited to, side-facing and rear-facing cameras.

64 INSTALATION AND DE-INSTALATION

64.1 Apart from the implementation plan provided by the bidder, the Contractor will be required to install or de-install a device within 5 working days of being requested to do so in writing by the end user department.

64.2 The de-installation of a unit and reinstallation of the unit on a new or other vehicle will not affect the cost of the unit. The cost of the unit at the first time of installation will be applicable for the entire contract period.

65 CONTRACT LEAD OUT

65.1 The Contractor must ensure that all units are de-installed and de-activated at the end of the contract period.

65.2 The Contract Lead Out will provide for a 12-month transition period. In this period, the Contractor will commence with the de-installation of all devices. No new devices must be fitted in this period by the Contractor.

Initials_____

65.3 The Contractor will bill the end user for all vehicles during this transition period where the vehicle tracking services are rendered.

65.4 The Contractor must agree with the Department of Transport on the final lead-out plan and engage all end users on the de-installation plan to ensure that it is aligned with the installation schedule of the new contractor.

65.5 The Contractor shall, at the end of the contract period, ensure that all information is transferred to either the State or any other third party nominated by the State. This shall include all data collected under this contract, any rules as set up by end user departments and all Life to Date reports.

66 REPORTING

66.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category A. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

66.2 The Contractor should familiarise itself with the reporting requirements outlined in Annexure G attached, to ensure that all required fields are captured and provided in their system.

66.3 In return, all information related to the vehicle, the end user department, and any other information required by the Contractor under Category C shall be obtained from the Contractor appointed under Category B.

66.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 5: Reporting Levels for Vehicle Tracking and On-Board Cameras

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

67 ON-BOARD CAMERAS: CUSTOMER SERVICES

67.1 The Contractor must analyse events to identify trends in driver behaviour. These events should be compiled and packaged for the end user to facilitate driver training.

Initials_____

67.2 Specific events, as identified by the end user, must be packaged and made available for download. These events will be used for training, disciplinary actions, or other purposes as required by the end user.

67.3 The Contractor will be responsible for providing reports on a monthly, weekly, or daily basis, as requested by the end users.

67.4 End users must have the ability to customize reports according to their specific requirements.

67.5 The Contractor will be required to integrate data with the appointed Contractor in accordance with Category A, as needed.

68 MAINTENANCE AND SUPPORT

68.1 The Contractor must outline provisions for system downtime, including maximum allowable downtime, response times for issue resolution, and escalation procedures. These details should be clearly defined in the SLA under maintenance and support to ensure minimal disruption to operations.

69 STORAGE AND BACKUP

69.1 All records as generated through the contract must be kept by the contractor for a period of 5 years after the expiry of the contract.

70 CATEGORY C1: VEHICLE TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT

70.1 All provisions outlined in Category C will apply to Category C1.

70.2 For Category C1, the Contractor must set up its entire system on a government-owned server, as made available by the State due to possible security constraints.

70.3 The Contractor will be responsible for installing and maintaining the system, as required, on government premises.

Initials_____

CATEGORY D: VEHICLE CONDITION, VEHICLE BOOKING AND TRAFFIC FINE MANAGEMENT

71 INTRODUCTIONS TO REQUIREMENTS

71.1 The State requires a web-based solution for the management of vehicle bookings and identification of the driver at a specific time through the booking system.

71.2 The system should provide for vehicle condition assessment reports and the generation of an accident or incident report.

71.3 Linked to this system, the Contractor needs to ensure that the government has the capability to manage and reroute traffic fines upon receiving the pre-notification through the AARTO system.

71.4 The utilization of the services as set out in Category D by end user departments are optional.

71.5 This should be done with consideration to the geographical areas in which these vehicles operate and will include a web friendly interface or mobile application.

72 IMPLEMENTATION

72.1 The contractor will not be required to develop a system by the time of the award of this contract, but will be required to ensure that the full functionality as set out in the Special Conditions of Contract is developed within 6 months before the commencement date of the contract.

73 PROVINCIAL REPRESENTATION

73.1 The contractor will not be required to have provincial offices.

73.2 The contractor will however, need to ensure that all end users receive adequate customer services, which includes:

73.3 The attendance of provincial transport meetings as scheduled by the provincial departments of transport or the National Department of Transport for national departments.

73.4 Monthly meetings with all end user departments where required or requested.

74 HELP DESK REQUIREMENTS

74.1 The contractor will provide a helps desk where assistance can be obtained by end users and faults can be logged.

74.2 The Help Desk should be available between 08:00 and 17:00 daily from Monday to Friday

74.3 The Help Desk should have adequately trained staff that can deal with the needs of the users.

Initials_____

74.4 A shared call option must be made available for departments contacting the Contractor.

74.5 The Contractor must put contingency plans in place if the Help Desk is not available.

75 IT SYSTEM

75.1 System Availability

75.1.1 The system should be available 99% of the time.

75.1.2 In the event that the systems are not available for 24 hours, without prior notification to the State, a penalty as contained in Annexure F will be applicable.

75.2 System Ownership

75.2.1 The ownership of the systems will remain that of the contractor for the duration of the contract. All data and information generated in the execution of the contract will, however, remain the property of the State.

75.3 System Training

75.3.1 The training of officials who will manage vehicle bookings and fines is a requirement.

75.3.2 The cost for the initial training should be included in the monthly fee.

75.3.3 The cost for the initial training and the continuous upskilling will be borne by contractor.

75.3.4 The successful bidder shall provide the State with a manual, which might be in either electronic or hard copy on the procedures to follow relating to vehicle bookings and the re-routing of traffic fines.

76 VEHICLE BOOKING SYSTEM

76.1 The systems should be able to allocate each vehicle to a base office.

76.2 Vehicles should be transferrable between bases by authorized officials as vehicle are moved on a regular basis.

76.3 The systems should allow for the registration of a driver by a government official and should retain the driver's details for future use and reporting, including the expiry date of the driver's license.

76.4 The system should make provision for a vehicle to be booked out. This will include an official applying for a vehicle (Please refer to the vehicle booking form as Annexure H1), the manager authorising the trip, and the transport officer confirming vehicle availability.

76.5 The systems should be able to check the validity of the driver's license of an official prior to a vehicle booking being confirmed.

76.6 It should allow the end user department to upload any documentation onto the system linked to the specific trip.

 Initials_____

76.7 Upon booking out the vehicle, the system should be able to make provision for:

76.7.1 A vehicle condition report that will keep track of the condition of the vehicle as updated by the end user department, including possible repairs.

76.7.2 The opening kilometres at the time of the vehicle being booked out.

76.7.3 Should allow for the verification of the officials Persal number.

76.7.4 The ID number and all driver license details including validity

76.7.5 The date and time of the vehicle being booked out

76.7.6 Upon returning the vehicle, the system needs to make provision for:

76.7.7 The date and time of the vehicle being returned,

76.7.8 The closing kilometres

76.7.9 A condition report of the vehicle.

77 VEHICLE CONDITION ASSESSMENT

77.1 The system of the contractor should make provision for at least the following:

77.1.1 A vehicle inspection form is to be captured electronically on the system of the contractor.

77.1.2 A drawing / schematic representation/photo of the vehicle where damage can be indicated on.

77.1.3 The vehicle inspection form should carry at least the following fields per vehicle:

77.1.3.1 Vehicle details:

77.1.3.2 Vehicle base

77.1.3.3 Transport officer's details

77.1.3.4 Engine Number

77.1.3.5 VIN number

77.1.3.6 Vehicle registration number

77.1.3.7 Last date of vehicle detail verification

77.1.3.8 Accessories

77.1.3.9 Radio, Make and Model

77.1.3.10 Air conditioner

77.1.3.11 Alarm System

Initials_____

77.1.3.12 Tow Bar

77.1.3.13 Extras

77.1.3.14 Glass:

77.1.3.15 Windscreen

77.1.3.16 Rear glass

77.1.3.17 Side glass

77.1.3.18 Headlights

77.1.3.19 Taillights

77.1.3.20 Indicators

77.1.3.21 Mirrors

77.1.3.22 Trim interior:

77.1.3.23 Carpets

77.1.3.24 Seats

77.1.3.25 Dash

77.1.3.26 Door trim

77.1.3.27 Internal trim

77.1.3.28 Tyres (Good/ Fair/ Poor) for each tyre

77.1.3.29 General:

77.1.3.30 Service Book (Y/N)

77.1.3.31 Jack (Y/N)

77.1.3.32 Emergency triangle(Y/N)

77.1.3.33 Lock nuts(Y/N)

77.1.3.34 Wheel Spanners(Y/N)

77.1.3.35 Hub caps(Y/N)

77.1.3.36 Wheel caps(Y/N)

77.1.3.37 Spare wheel (Y/N)

78 GENERATION OF ACCIDENT / INCIDENT REPORT

Initials_____

78.1 In the event of an accident, the contractor must make a system available through which a vehicle incident or accident report can be generated. The system should at least make provision for the following:

78.1.1 Driver and vehicle details as per the vehicle booking form

78.1.2 A drawing / schematic representation of the vehicle where damage can be indicated on.

78.1.3 Is the vehicle drivable?

78.1.4 Location of vehicle

78.1.5 Damage to third party property and vehicles – details to be provided

78.1.6 Possible third-party injuries

78.1.7 Possible witnesses (including contact details)

78.1.8 Date, time and place of incident

78.1.9 Weather conditions

78.1.10 Road conditions

78.1.11 SAPS case number (where required) / police station reported

78.1.12 Description of incident or accident

78.1.13 Declaration by the driver the details provided are correct

78.1.14 An option should be provided where a drawing or sketch of the accident scene can be scanned in.

79 DRIVER IDENTIFICATION AND ROUTING OF TRAFFIC FINES

79.1 The Contractor shall develop a system that is linked to the RTMC system. This should be in line with the draft Standard Operating Procedures as developed and the minimum system requirements of RTMC and the RTIA. (Annexure I)

79.2 The system should allow for the redirection of traffic fines to the infringer where a pre-notification is received, through the RTIA system.

79.3 It should make provision for the registration of fleet operators (Transport Officers) as per the SOP and the amendment thereof.

79.4 The process should make it possible to move vehicles different fleet operators.

79.5 The process should make it possible for numerous re-directions of the traffic fines as provided for in the SOP.

Initials_____

79.6 The system should be accessible to all end user departments and allow them to redirect fines to the actual driver of the vehicle at the time of an infringement taking place.

79.7 The contractor must ensure that all traffic fines are routed to the relevant driver where a fine is issued.

79.8 To this extend, the Contractor shall ensure that an interface with the RTIA system is established and that all traffic fines are re-routed upon the notification by the RTIA that a fine will be issued.

80 REPORTING

80.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category A. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

80.2 The Contractor should familiarise itself with the reporting requirements as attached in terms of Annexure J to ensure that all fields as required are captured and provided for on their system.

80.3 In return, all information related to the vehicle, the end user department and any other information required by the Contractor in terms of Category A, shall be obtained from the service provider appointed in terms of Category A.

80.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 6: Reporting Levels for Vehicle Condition, Vehicle Booking and Traffic Fines Management

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

80.5 The following minimum reporting is required in terms of fines management:

80.5.1 Comprehensive reporting on all fines issued,

80.5.2 Multiple fines per officials

80.5.3 For a specific period, per monthly or as and when required

80.6 The following minimum reporting will be required in terms of vehicle bookings and vehicle condition:

 Initials_____

80.6.1 All vehicle booking information

80.6.2 Access to vehicle condition reports per vehicle

80.6.3 Identification of a driver for a specific vehicle at a specific time

80.6.4 Driver history reports – vehicle utilization, kilometres travelled, fines incurred, damage on vehicles.

80.7 Reporting on the following vehicle condition fields:

80.7.1 No spare wheel

80.7.2 No jack

80.7.3 No emergency triangle

80.7.4 Lock nuts

80.7.5 Wheel Spanners

80.7.6 Hub caps

80.7.7 Wheel Caps

80.7.8 Fire Extinguisher

80.7.9 Damage to vehicle, in writing and in drawing format to allow the end user to indicate areas of the vehicle that is damaged

80.7.10 Other fields as prescribed by the end user departments

80.7.11 Open field

Initials_____

CATEGORY E: AUCTIONEERING SERVICES

81 INTRODUCTION TO REQUIREMENTS

81.1 The utilization of auctioneering services by end user departments is optional. Each department will have the choice to use this service.

81.2 Departments that choose not to use the auctioneering services will dispose of assets in accordance with the Supply Chain Management Act as prescribed.

81.3 Nothing in this document shall be construed as affecting the State's right to sell goods.

81.4 The State requires a Contractor to deliver professional auctioneering services, including both physical and online auctions. The service should also account for de-fleeting, where all vehicles will be transported to the auctioneer's premises for auction.

81.5 The Contractor must have a national presence with premises in each province. In cases where a physical auction is required, government premises may be used, following consultation with the end user department.

82 AUCTION SITES

82.1 The Contractor must make premises available to be used for physical auctions as and when required. The cost of establishing, securing and maintaining auction sites will be for the cost of the Contractor, including all infrastructure required.

83 FINANCIAL CONSIDERATIONS

83.1 The selling price of the vehicle will be highest bid price paid and will include:

83.1.1 The reserve price of the vehicle

83.1.2 Any profit or loss in terms of the reserve price

83.1.3 The percentage commission as stipulated in the pricing schedule

83.1.4 The administration fee as stipulated in the pricing schedule, inclusive of VAT.

83.1.5 The actual cost as approved by the end user for the services of a locksmith, invoiced per vehicle as and when required by the end user.

83.1.6 The cost, as per the pricing schedule for the de-installation of emergency lights.

83.1.7 The cost, as per the pricing schedule for the removal of any vehicle signage or branding.

83.1.8 The cost per vehicle for a car wash prior to the vehicle being auctioned.

Initials_____

83.1.9 Actual advertising cost where approved by the end user

83.1.10 Storage fees per vehicle per day, exceeding two months.

83.2 No additional fees can be claimed by the Contractor from either the State or purchaser of the vehicle.

83.3 The bidder will be compensated on commission basis based on the percentage charged from total proceeds.

83.4 The Contractor must maximize revenue from items sold by ensuring that the highest bid price is achieved.

83.5 The auctioneer will not earn commission on unsold vehicles.

83.6 In the event that a bidder does not pay, the registration deposit will be payable to the State by the contractor.

83.7 The Contractor will have to provide all equipment and consumables required to conduct the auction, including ablution facilities, mobile offices, equipment for the movement of vehicle, and a P.A (Public Announcement) system where required, irrespective on whether the auction is held at a government site or the premised of the auctioneer.

84 PERFORMANCE SECURITY

84.1 The Contractor is required to submit a financial surety of an estimate of the total reserve value as proof of good standing confirmed by a recognized financial institution.

84.2 The Contractor must confirm the financial surety is not older than four months of the date of auction.

84.3 The end user department can request adequate indemnity insurance or reserves the right to demand a 50% deposit payment of the reserve value of the auction 3 days prior to the date of auction via EFT

84.4 Each party to carry their own bank charges and no claims for the loss of interest will be entertained by the State.

85 MOVEMENT OF VEHICLES AND STORAGE

85.1 End user departments will have the option to move the vehicle to the premises of the auctioneer where practical, (in terms of proximity and other considerations) when they are in the process of de-fleeting.

85.2 The Contractor will be allowed to claim storage cost for the vehicle after a period of two months, in the event that the vehicle was already on auction on more than two occasions.

85.3 In the event that a vehicle is moved to the premises of the auctioneer, it will be the responsibility of the auctioneer to ensure that sufficient security is provided to safeguard the assets of the State. The Contractor will be held responsible for any losses incurred.

Initials_____

85.4 Should the vehicle be damaged to the extent that it can be repaired, the Contractor shall cover all costs related to the repair of the vehicle.

85.5 In the event of a total loss, the Contractor shall pay the State an amount equal to the book value of the vehicle within 90 days of the date of the loss.

85.6 The book value will be calculated using the TransUnion Autodelalers guide (previously M&M Autodealers guide), with the following formula:

((Trade Value + Retail Value) / 2)) - % Adjustment for vehicle kilometres + Adjustments for accessories

85.7 The end user department will be responsible for the movement of any vehicles and the cost thereof, where required.

85.8 The end user may request the contractor to conduct the auction at the government premises.

86 GENERAL REQUIREMENTS

86.1 All auction requirements will be applicable, irrespective of the type of auction method that will be used.

86.2 All goods are sold "voetstoots" in whatever condition they may be at acceptance of a bid and with no guarantee whatsoever given.

86.3 Goods to be auctioned, includes vehicles as per the definition of this contract, vehicle parts, accessories to vehicles, canopies, load bodies and scrapped vehicles.

86.4 The Contractor upon agreement with the end user department may decide to group different items, as one lot.

86.5 The Contractor needs to ensure compliance to the National Consumer Protection Act.

86.6 The auctioneer shall be responsible for the remittance of VAT to the South African Revenue Services, where applicable.

86.7 The Contractor to provide a list of premises where vehicles can be de-fleeted to.

86.8 The end user department reserves the right to withdraw from an auction sale at any time should this be deemed necessary.

86.9 It is the prerogative of the end user department on whether to use a physical or online auction.

86.10 The contractor will be liable for any loss or damage to the property of the State while under the contractor's control. The contractor will be required to have liability cover of at least R10 million in place at all times during the contract.

87 REQUIREMENTS PRIOR TO AUCTION

Initials_____

87.1 The Contractor will be contacted by the end user department, providing the Contractor with a list of vehicles or items to be disposed of.

87.2 The Contractor in consultation with the end user departments should attempt to group the auction of vehicles from various departments together.

87.3 The bidder must develop and present a project plan with timeframes for each auction before the disposal date is approved.

87.4 The end user department will make available all required documentation required for the disposal of the asset, i.e. registration certificate.

87.5 Where required, the auctioneer can be requested to put all vehicles in dealer stock status, either in the name of the department or in that of the auctioneer. This will need to be agreed to with the end user department.

87.6 The Contractor will be required to, in consultation with the end user department determine a date of the auction taking place, whether physical or online.

87.7 The Contractor will in consultation with the end user department need to determine the reserve values for each item, based on the market value as provided by the Contractor and condition of the vehicle.

87.8 The Contractor must determine which vehicles are runners and non-runners. For non-runners the auctioneer must perform a detailed analysis of the problem, present a recommendation to management in terms of the reserve value.

87.9 The methodology used and the recommended reserve prices are to be presented to management of each end user department for each and every item to be auctioned. This should be done at least fifteen (15) business days prior to the disposal date to allow the end user department to obtain the required internal approvals.

87.10 A full analysis of the vehicle condition and all factors considered in the valuation of vehicles must be presented to management.

87.11 The Contractor must ensure that all auctions are advertised at least two weeks prior to the auction taking place, through the required local media within the geographical area where the auction will take place.

87.12 Prior to advertising the auction, the Contractor must supply the end user department with the proposed advertising plan, the media to be utilized and the cost thereof for approval by the end user department per auction.

87.13 The end user department will refund the cost of advertising to the Contractor. Should an end user department prefer, they can place the advertisements themselves by following their internal Supply Chain Management processes.

 Initials_____

87.14 The auctioneer shall submit a final vending roll to the end user department one day before the auction.

87.15 The auctioneer will have to confirm the vehicle registration status and ownership prior to arranging and the assigning of lot numbers.

87.16 It will be the responsibility of the Contractor to ensure the registration of prospective buyers. A refundable deposit will be allowed for this process where the buyer does not make a purchase.

87.17 The end user department will ensure that number plates and license discs are removed from the vehicles prior to the auction sale.

87.18 All vehicles will be inspected and recorded by the auctioneer in the presence of a representative of the end user department.

88 REQUIREMENTS DURING THE AUCTION

88.1 The auctioneer must ensure that competent support staff for all auction administration and mechanical support are present at all auctions.

88.2 The auctioneer is responsible for obtaining payment from the purchasers in respect of each lot sold.

88.3 The auctioneer shall make provision for the buyers to pay at any time during the auction, without interrupting the auction.

88.4 For any auction taking place on government premises and for security purposes no cash should be accepted as payment for any lot or registration.

88.5 The Contractor will be required to resolve any disputes during and after the auction.

89 REQUIREMENTS AFTER THE AUCTION

89.1 Bidder must transfer all proceeds via an Electronic transfer, within one month after the auction was concluded.

89.2 After the sale, the auctioneer shall take responsibility of all lots sold during the auction, such as the collection of vehicles.

89.3 The risk in respect of goods sold, passes to the buyer as soon as his bid has been accepted and the seller accepts no liability whatsoever in respect thereof.

89.4 A full reconciliation must be done immediately after the auction by the auctioneer and the representative from the end user department.

89.5 The auctioneer must, within 48 hours of the auction being held produce electronic reports reflecting the detailed results of the sale e.g. lots per buyer, % above or under the reserve price, sold lots and unsold lots

 Initials_____

89.6 It is the responsibility of the Contractor to ensure that any vehicle sold during the auction is removed from government premises within a period of 10 working days. The end user department will be allowed to charge storage fees per day to the Contractor for any days exceeding the 10 days at the same rate per day as charged by the Contractor in the pricing schedule.

90 RE-AUCTIONING OF VEHICLES

90.1 Any vehicle not sold on the first or any subsequent auction will go through the same initial process to determine a new reserve price.

90.2 If the bid for a vehicle is less than 90% of its reserve price, the delegated official (Board of survey or disposal committee) will decide whether or not the vehicle should be carried forward to the next sale or not.

91 REPORTING

91.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category B. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

91.2 The Contractor should familiarise itself with the reporting requirements as attached in terms of Annexure G to ensure that all fields as required are captured and provided for on their system.

91.3 In return, all information related to the vehicle, the end user department and any other information required by the Contractor in terms of Category E shall be obtained from the Contractor appointed in terms of Category A.

91.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 7: Reporting Levels for Auctioneering Services

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

Initials_____

91.5 The auctioneer shall prepare and submit a detailed Auction Report not later than fourteen days after the completion of an auction. The following minimum information should be contained in the report:

91.5.1 Name of Buyer;

91.5.2 ID number of the buyer;

91.5.3 Address of Buyer;

91.5.4 Contact numbers of Buyer;

91.5.5 Description of item purchased;

91.5.6 Price of item;

91.5.7 Lot number;

91.5.8 Vehicle chassis/vin no.

91.5.9 Any other relevant information as deemed fit by the Contractor or as required by the end user department.

91.6 Within 14 days of the completion of the auction, the auctioneer shall provide an auction list (vendor roll) indicating:

91.6.1 The end user or lot numbers of the goods sold

91.6.2 Date of auction

91.6.3 The individual disposal value of the vehicle which will be the value of the vehicle after all administration/auctioneering service costs have been deducted by the Contractor

91.6.4 The gross amount realized from the sale of the vehicle

91.6.5 The amount spent by the Contractor on advertising

91.7 The Contractor must provide the end user department with a settlement report within 14 days of a vehicle being auctioned.

92 COLLUSION AND FRAUDULENT ACTIVITIES

92.1 The auctioneer shall ensure that there is no conflict of interest or collusion and that it and its staff will not be part of or party to a "RING".

92.2 Should any conflict of interest, collusion or active association with a "RING" be proved to the satisfaction of the State, the contract with the auctioneer will be cancelled with immediate effect.

92.3 The State reserves the right to act against the relevant auctioneer such as restricting him/her from bidding for any subsequent tenders, including the recovery of any losses that the State may have suffered.

 Initials_____

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@Treasury_RSA National Treasury RSA National Treasury RSA @treasuryrsa | www.treasury.gov.za

CONTRACT: RT46-2026: APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS: 01 JULY 2026 TO 30 JUNE 2031

1. The commencement date for the RT46-2026 is 01 July 2026.

2. This contract will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to those of the GCC. Where the SCC are in conflict with the GCC, the SCC will prevail.

3. The contract circular for the afore-mentioned contract distributed to user departments by the National Treasury constitutes the official pricing and binding supply agreement between the contractor(s) and the State. End-user institutions are therefore prohibited from making any amendments of any nature to the contract.

4. The National Treasury will communicate all amendments, if any, to the user institutions. It would only be on the receipt of such notification from the National Treasury that user institutions can affect any changes to this contract.

5. From a financial accounting point of view, it is important to verify the correctness of the supplier's invoices for deliveries made in terms of the contract.

6. Should there be any variances between invoice prices and the contract price as reflected in the contract circular, user institutions should query such variances with the relevant contractor prior to processing payment. Payment of prices other than the contract prices will be regarded as a fruitless expenditure.

7. User Institutions are required to provide quarterly historic spend of all the orders placed with contractors. The report will indicate the item number, description, quantities, and value of the order. This information will be analyzed in conjunction with the contractor's quarterly historic spend and will be used for supplier performance management reports.

8. **Placing of Orders**

8.1 Orders must be placed with the appointed contractor awarded per category.

8.2 Orders shall be placed as and when required during the contract period and delivery points must be specified.

8.3 End Users must send a pre-order letter to the contractors awarded on the contract, stipulating the details of the requirement i.e., item code, item description and the price as per the contract circular.

8.4 The contractor will be allowed a maximum of five (5) working days to formally respond to the pre-order letter, indicating how the requirements of the order will be fulfilled. The contractor must confirm whether the order will be fulfilled in full, partially fulfilled, or completely declined.

8.5 Upon confirming that the contractor can fulfil the order, the End User will place the order in accordance with the process specified in the SCC. If the End User does not receive a written response to the pre-order within five (5) working days, the End User must liaise with the contractor on the reasons for delay and report to the National Treasury, should it become a re-occurrence.

8.6 To minimize the administration burden, End User Institutions must refrain from requesting Standard Bidding Documents (SBD) from the awarded contractors, as the competitive process was conducted by the National Treasury. The Central Supplier Database (CSD) report can be used to access the contractor's information. The documents listed in paragraph 9 below must be used as supporting documents.

9. Please find attached the following documents for your information:

9.1 Annexure A: Contract Circular

9.2 Annexure B: Special Conditions of Contract

9.3 Annexure C: General Conditions of Contract

9.4 Annexure D: Contract Deliverables and Service Requirements

10. Important general information:

10.1 All prices are inclusive of 15% VAT.

10.2 All prices are on a delivered basis.

11. The following Government Institutions will participate in this contract:

NO.	PARTICIPANTS	CONTACT PERSON/S	TELEPHONE NUMBER/S	E-MAIL ADDRESS
1.	Gauteng Department of Roads and Transport G-Fleet Management	Thulani Mkwanazi	(011) 372 8641	Thulani.mkwanazi@gauteng.gov.za
2.	North-West Department of Human Settlements	Millicent Tumane	(018) 388 2474	Kmtumane@nwpg.gov.za
3.	Limpopo Provincial Treasury	MJ Masemola	(015) 298 7087	Masemolamj@treasury.limpopo.gov.za
4.	North-West Department of Community Safety and Transport	MI Lempe	(018) 200 8058	MLempe@nwpg.gov.za
5.	North-West Cooperative Governance & Traditional Affairs	Casper Mbombi	(018) 388 2947	ctmbombi@nwpg.gov.za
6.	North-West Provincial Treasury	Tom Mkhize	(018) 388 4060	tmkhize@nwpg.gov.za
7.	National Department of Transport	Reinette de Villiers	(012) 309 3248	devilliersr@dot.gov.za
8.	Department of Correctional Services	Lebogang Marumule	(012) 305 8248	Lebogang.Marumule@dcs.gov.za
9.	Gauteng Department of Roads and Transport	Mduduzi Moobe	(011) 355 9065	Mdudui.moobe@gauteng.gov.za
10.	Limpopo Department of Transport and Community Safety	Matibidi Letsilane	(015) 295 1616	letsilane@dtcs.limpopo.gov.za
11.	KwaZulu Natal Agriculture and Rural Development	S Diedericks	(033) 343 8135	Sharon.diedericks@kzndard.gov.za
12.	KwaZulu Natal Department of Community Safety and Liaison	Andile Zondo	(033) 897 4614	Andile.zondo@kzntreasury.gov.za
13.	KwaZulu Natal Department of Cooperative Governance and Traditional Affairs	V Parbhoodeen	(033) 260 8192	Vishalparbhoodeen@kzncogta.gov.za
14.	Kwa-Zulu Natal Department of Economic Development, Tourism & Environmental Affairs	Dharshini Raichund	(033) 264 2652	Dharshini.raichund@kznedtea.gov.za

15.	Kwa-Zulu Natal Department of Education	Nomsa Zwane (AO)	073 282 4365	Nomsa.zwane@kzndoe.gov.za
16.	Kwa-Zulu Natal Department of Health	Khandlo Mtshali	(033) 815 8302	Khandlo.mtshali@kznhealth.gov.za
17.	Kwa-Zulu Natal Department of Human Settlements	Senzo Mthembu	(031) 336 5169	Senzo.Mthembu@kzndhs.gov.za
18.	Kwa-Zulu Natal Legislature	Advocate Khwezi Masondo	(033) 355 7573	masondok@kznleg.gov.za
19.	Kwa-Zulu Natal Department of Public Works	Mlungisi Msili	(033) 355 5495	mlungisi.msili@kznworks.gov.za
20.	Kwa-Zulu Natal Department of Social Development	ES Ndlovu	066 149 5713	Sphephilo.ndlovu@kzndsd.gov.za
21.	Kwa-Zulu Natal Treasury	Andile Zondo	(033) 897 4614	Andile.zondo@kzntreasury.gov.za
22.	KwaZulu-Natal Department of Transport	P Mshengu	(033) 355 8893	Mshengu@kzntransport.gov.za
23.	KwaZulu Natal Department of Sport, Arts and Culture	Linda Dladla	082 062 9224	Dladlal@kzndsac.gov.za
24.	Department of Defence: South African Military Health Service	Peter Lebelo	(012) 402 2791	Peter.Lebelo@dod.mil.za
25.	Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs	Tsakani Isabel Ndzeru	(015) 284 5625	ndzeru.tsakani@limpopo.gov.za
26.	Limpopo Department of Social Development	Lekolwane Monica	078 988 0718	Lekolwanemm@dsd.limpopo.gov.za
27.	North-West Department of Education	KB Moepedi	(018) 388 3341	KMoepedi@nwpg.gov.za
28.	North-West Department of Public Works and Roads	OP Mokelebale	(018) 388 1425	omokolobate@nwpg.gov.za
29.	KwaZulu Natal Department of the Premier	N Hlengwa	082 883 0189	Nhlanhla.hlengwa@kznpremier.gov.za
30.	Limpopo Department of Health	MS Khosa	(015) 293 6349	Sipho.khosa@dhsd.limpopo.gov.za
31.	Limpopo Department of Agriculture and Rural Development	Legodi Nkupulane Emily	(015) 294 3000	LegodiNE@agric.limpopo.gov.za

32.	Mpumalanga Department of Health	Ndumiso Mokoko	(013)766 3452	ndumisomo@mpuhealth.gov.za
33.	Limpopo Department of Economic Development, Environment and Tourism	NA Ngoepe	(015) 293 8580	ngoepene@ledet.gov.za
34.	Department of Electricity and Energy	Fancy Phiri	(012) 406 7713	fancy.phiri@dmre.gov.za
35.	Department of Tourism	Omphemetse Sekgweleo	(012) 444 6337	osekgweleo@tourism.gov.za
36.	Fezile Dabi District Municipality	Mabutho Masondo	072 280 2857	mabuthom@feziledabi.gov.za
37.	Gauteng Department of Environment	Nicholas Malatjie	063 121 8204	Nicholas.Malatjie@gauteng.gov.za
38.	Department of Cooperative Governance, Human Settlements and Traditional Affairs	Thabo Mashile	(013) 766 6449	maropenglp@mpg.gov.za
39.	Ekurhuleni Housing Company	Madimetja Kekana	065 930 7985	madimetjak@ehco.org.za
40.	Department of Planning, Monitoring and Evaluation	Lungisani Rambau	(012) 312 0413	lungisani.rambau@dpme.gov.za
41.	Mpumalanga Provincial Treasury	Thandolwethu Mhlanga	(013) 766 4119	celetc@mpg.gov.za
42.	Eskom Holdings	Pricilla Maoba	(011) 800 3134	MaobaSP@eskom.co.za
43.	Hessequa Municipality	Reginald Bent	(028) 713 8047	reginald@hessequa.gov.za

12. Names and addresses of contractors and other relevant information:

NO.	CONTRACTOR	CATEGORY AWARDED	CONTACT PERSON	POSTAL ADDRESS	TELEPHONE NUMBER	E-MAIL ADDRESS
1.	Afrirent (Pty) Ltd	A & A1	Junaid Ebrahim	Limeroc Business Park Centurion 0179	(012) 880 0108	Junaid@afrirent.co.za tenders@afrirent.co.za
2.	Bidvest Bank	B	Karl Diedricks	P.O. Box 185 Johannesburg 2000	(011) 407 3000	karl.diedricks@bidvestbank.co.za
3.	Mix Telematics Enterprises (Pty) Ltd	C & C1	Wiseman Majozi	PO Box 521068 Saxonwold 2132	065 989 7958	wiseman.majozi@mixtelematics.com

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4.	Fleet Sync (Pty) Ltd	D	Corne Liebenberg	Waterfront Business Park, 9 Pommern Street Gqeberha 6001	(041) 582 4582	corne@fleetsync.co.za
5.	The High Street Auction	E	Janine Marks	1 Hood Avenue, Rosebank, 2196	(011) 684 2707	Janine@highstreetauctions.com

13. CSD numbers of contractors:

NO.	CONTRACTOR	CSD Number
1.	Afrirent (Pty) Ltd	MAAA0160592
2.	Bidvest Bank	MAAA0179017
3.	Mix Telematics Enterprises (Pty) Ltd	MAAA0328374
4.	Fleet Sync (Pty) Ltd	MAAA0753311
5.	The High Street Auction	MAAA0485420

Signed by Priya Lutchman
Signed at 2026-01-30 09:00:06 +02:00
Reason:Witnessing Priya Lutchman

MS. PRIYA LUTCHMAN
CHIEF DIRECTOR: TRANSVERSAL CONTRACTING
OFFICE OF THE CHIEF PROCUREMENT OFFICER
DATE: 30/01/26

For more information contact:
Name: Erica Dennis
Email: Erica.Dennis@Treasury.gov.za
File Ref: 19/1/1/6/1

HESSEQUA MUNICIPALITY

AGENDA OF THE BID ADJUDICATION COMMITTEE (GOODS AND SERVICES)

MEETING HELD 08 MAY 2026

Hessequa Municipality

MEETING OF THE BID ADJUDICATION COMMITTEE ON 08 MAY 2026

ATTENDANCE REGISTER AND UNDERTAKING OF CONFIDENTIALITY AND IMPARTIALITY

I, the undersigned, hereby declare

1. that all information, documentation and decisions regarding any matter before the committee are confidential and undertake not to make known anything in this regard
2. that I will treat all providers and potential providers equitably and will not purposefully favour or prejudice anybody
3. that I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any manner whatsoever.

NAME	DEPARTMENT / SECTION MUNICIPALITY	SIGNATURE
Mr. G. J. Goliath	Chairperson	
Mr. R. Manho	Vice Chairperson	
Mr. R. Bent	Member	
Mr. D. Lewis-Michaels	Member	Absent
Mr. R. Heunis	Sub-Delegated Member	
Mr. H. Visser	Member	
Ms. A. de Lange	Secretary	
Representatives		

BID ADJUDICATION COMMITTEE

Notice is hereby given of a meeting of the Bid Adjudication Committee that will take place on Friday, 08 May 2026 at 09:00 via Microsoft Teams in order to consider the following agenda:

AGENDA

1. **Welcoming and Opening**

2. **Members Present**

3. **Representatives**

4. **Members absent with/without apologies**

5. **Agenda items raised from previous minutes**
   None

6. **Consideration of Tenders**

6.1. HES-CORP 06/2526: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

The following documentation is attached (See Annexure A – Page 11)

- Evaluation Report for Bid Adjudication Committee
- Agenda of the Bid Evaluation Committee held on 28 April 2026
- Minutes of the Bid Evaluation Committee held on 28 April 2026

Recommendation

It is recommended that:

1. Tender *HES-CORP 06/2526: Provision of advertising and translating services for a period of two (2) years and nine (9) months,* be awarded to Ayanda Mbanga Communications (Pty) Ltd for the period 01 October 2026 – 30 June 2029, at the following amounts/rates below:

Tender advertisement:

Tender Item	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Tender Advertisement (Amount VAT Excl.)					
-10x2	R2 679.10	R3 054.65	R13 185.57	R1 231.28	R13 028.50
-12x2	R3 214.92	R3 665.59	R13 185.57	R1 477.54	R15 634.20
-13x2	R3 482.83	R3 971.05	R13 185.57	R1 601.00	R16 937.05
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%

Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%

Vacancy Advertisement:

Tender Item	Suid-Kaap Forum	George Herald	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Vacancy Advertisement (Amount VAT Excl.)							
-15x3	R1 750.38	R3 971.49	R6 631.59	R10878.10	R13 185.57	R3 115.15	R21 717.22
-19x3	R2 217.15	R5 030.56	R8 400.02	R13778.92	R13 185.57	R3 945.85	R27 508.48
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%	8%	8%

General advertisement and general notices:

Tender Item	Cape Times	Die Burger
General Advertisement (Amount VAT Excl.)		
-10x4	R5 583.90	R8 175.00
Expected percentage increase for the financial year two (2)	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%

Translating Services - Any translating must be quoted per word:

Language to be translated from	To be translated to	Price (VAT Excl.)
Afrikaans	English	R 1.89 p.w R891 minimum of 500 words
Afrikaans	isiXhosa	N/A
English	Afrikaans	R 1.89 p.w R891 minimum of 500 words
English	isiXhosa	R 1.89 p.w R891 minimum of 500 words
isiXhosa	Afrikaans	N/A
isiXhosa	English	R 1.89 p.w R891 minimum of 500 words
Expected percentage increase for the financial year two (2)	8%	R 2.04 p.w R962.28 minimum of 500 words
Expected percentage increase for the financial year three (3)	8%	R 2.21 p.w R1030 minimum of 500 words

2. The expenditure will be financed from vote numbers as listed below:

Vote Numbers	Refer to Annexure A3 of the Technical Report
Vote Descriptions	Refer to Annexure A3
Available Budget	2026/2027: R1 098 573.00* 2027/2028: R1 134 969.00* 2028/2029: R1 172 042.00* *Subject to approval of Council
Actual Amount	Various
Completion Period	1 October 2026 – 30 June 2029

3. It should be noted that no small acceptable deviations were applicable to the tender.
4. The recommended bidder does not require its own terms or conditions.
5. The validity of claims and declarations are valid.
6. The potential risks and mitigation factors were pointed out by the Senior SCM Practitioner: Contract, Risk and Performance Management.
7. No Additional contractual issues were identified.

- Ayanda Mbanga Communications (Pty) Ltd – verified on 28 APRIL 2026 at 10:29 and found to be compliant.

7. Consideration of Contract Extension/Contract Expansion

None

8. Consideration of the Appointment of Professionals and Consultants

None

9. Consideration of Deviations

None

10. Consideration of Regulation 31 Appointments

10.1. PROCUREMENT OF LAPTOPS IN TERMS OF TRANSVERSAL CONTRACT RFB740-2020 FOR THE PROVISION OF OUTRIGHT PURCHASE FOR PERSONAL COMPUTERS, MOBILE DEVICES AND SERVICES AND OUTRIGHT PURCHASE OF COMPUTER PERIPHERALS, CONSUMABLES AND SERVICES FOR GOVERNMENT DEPARTMENTS FOR A PERIOD OF THREE (3) YEARS (COLLAB 2363183)

Refer to Annexure B (Page 61).

Background and Discussion

5 x i7 laptops
4 x i5 laptops

SITA RFB740 was utilised for this acquisition process. One quotation and four e-mail requests are attached. It is recommended that the award be made to Juvinon Systems t/a ISM for the reduced amount of R189 635.00 (Vat Incl.). Goods to be delivered within 3-4 days.

Recommendation

1. That the items listed below be procured from Juvinon Systems (Pty) Ltd. T/A ISM for the increased amount of R189 635.00 (VAT Incl.) in terms of contract RFB 740-2020 procured by SITA:

Description	Original QTY	Amended QTY	Unit Price (VAT Incl.)	Total Price (VAT Incl.)
I5 Laptops / Core 7	5	5	R25 150.00	R125 750.00
i7 Laptops	5	3	R21 295.00	R63 885.00
			SUBTOTAL	R189 635.00

2. That this expenditure be financed from the following vote numbers as follows:

Item No	Description	Quantity	Vote number	Available funds on vote number (Vat Incl.)	Unit Price (Vat Incl.)	Total Price (Vat Incl.)
1	I5 Laptops / Core 7	5	69106470020IFARUZZWM	R161 000.00	R25 150.00	R125 750.00
2	i7 Laptops	3	24106470020IFALWZZHO	R81 109.11	R21 295.00	R63 885.00
					Total Price (Vat Incl.)	R189 635.00

3. That it should be noted that the prices are subject to exchange rates fluctuations.
4. That the tax status have been verified and found to be compliant.

11. Consideration of Regulation 32 Appointments

11.1. TRANSVERSAL CONTRACT RT 46-2026: APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIX (60) MONTHS: 01 JULY 2026 TO 31 JUNE 2031

Refer to Annexure C (Page 150).

INTRODUCTION

RT 46-2026 is a transversal contract for the provisioning of vehicle fleet management services to the State for a period of 5 years from the 1st of April 2026 to 31 March 2031. Refer to Annexures A, B and D of RT46-2026

Hessequa Municipality officially became a participant on the 21st of February 2024 as confirmed in annexure RT46- 2026 Contract Circular.

The municipality opted for the following categories provisioned in the RT tender.

Category A: Managed Maintenance, Repairs, Accident Repairs and Reporting
Category B: Fuel, Oil and Toll Card

Afrirent Fleet Management was appointed for category A, while Transit Solutions (Pty) Ltd and Bidvest Bank Limited submitted a joint tender as co-bidders for Category B, the supply of a fleet fuel card to the State.

2. OBJECTIVES

2.1 Category A: Managed Maintenance, Repairs and Accident Reporting This category entails the provision of a comprehensive, cost-effective fleet maintenance solution, including:

- Scheduled and unscheduled maintenance
- Fleet repairs and accident management

- Centralised billing to the Municipality
- Payment administration to service providers
- Maintenance management reporting

2.2 Category B: Fuel, Oil and Toll

This category entails the provision of secure fleet cards to enable the controlled procurement and payment of:

- Fuel
- Oil
- Toll fees

FINANCIAL IMPLICATIONS

The estimated financial implication is calculated as follows:
For the procurement of items/services on RT46-2026 for the period of sixty (60) months, the municipality has an estimated budget of:
Financial year 2026/27: R30 152 480.00
Financial year 2027/28: R31 359 052.00
Financial year 2028/29: R32 770 209.00
Financial year 2029/30: R34 244 868.00 (subject to council approval)
Financial year 2030/31: R35 785 887.00 (subject to council approval)

The table below reflects the estimated administrative fees payable to the service providers. These estimates are based on the current fleet size and usage trends. Historical expenditure under the RT46 FNB contract indicates an average monthly spend of approximately R2 million across both categories.

Estimation of expenditures:

Description (A)	Estimated Budget	Estimated # of Transactions Calculation (C)	Fees	Estimated Cost per year	Estimated Contract Cost (Including VAT)
Total Budget	R164 312 496.00				
Category A: Monthly Admin Fee per Vehicle Per Month		12 x 201 (Vehicles) = 2412	R39.50	R95 274.00	R476 370.00
Category B: Fuel, Oil and Toll Admin cost for Fuel, Oil and Toll Card		12 x 201 (Vehicles) = 2412	R11.50	R27 738.00	R138 690.00
Total Admin Cost					R615 060.00
Estimate Repair, Fuel and Oil Cost (95%)					R120 000 000.00
Estimate Total Cost					**R120 615 060.00**

Recommendation

1. That the appointment of Afrirent (Pty) Ltd for Category A and Bidvest Bank Limited (in joint venture with Transit Solutions (Pty) Ltd) for Category B be approved for a period of sixty (60) months, in accordance with the conditions of the National Treasury transversal contract RT 46-2026.
2. That this appointment is subject to the provisions of Section 33 of the MFMA.
3. That the estimated total contract value over the sixty (60) month period be noted as R65 476 370.00 for Category A and R55 138 690.00 for Category B.
4. That the expenditure be funded from the relevant fleet management budget votes, as detailed in the attached annexure.

12. Other

12.1. ADDITION OF VOTE NUMBER TO CONTRACT: TENDER HES-TECH 25/2223: THE SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS FOR A PERIOD OF THREE (3) YEARS (ANNEXURE D – PAGE 346)

- This item was presented to the Bid Adjudication Committee on 23 August 2023, where it was resolved to award the tender to various bidders, as reflected in the minutes attached as Annexure D. The expenditure in respect of this contract will be funded from the following vote numbers:

Vote Number	6405232360P1GMRCZZWM 6405232360P1GTPPZZWM 6410232360P1GMRCZZWM 6410232360P1GTPPZZWM 6415232360P1GMRCZZWM 6415232360P1GTPPZZWM 7010232360P1DMRCZZWM 7010232360P1DTPPZZWM 7110232360P1DMRCZZWM 7110232360P1DTPPZZWM 7310232360P1EMRCZZWM 7310232360P1ETPPZZWM
Vote Description	INVENTORY - M&S: CHEMICALS
Available Budget	2023/24: R 2 291 226 (VAT Excl.) 2024/25: R2 554 843.00 (Subject to Council approval) 2025/26: R2 708 135.00 (Subject to Council approval)
Actual Amount	R7 554 204.00 (VAT Excl.)
Amount already paid	N/A
Completion Period	13 September 2023 to 12 September 2026

- This item is presented to the Bid Adjudication Committee for approval to include the following vote number as an additional funding source:

  - Vote number: 81102323605X3TTIZZ10
    Description: INVENTORY - MATERIALS & SUPPLIES

The Manager: Environmental Management, Mr Shagon Carelse, bases this request on the motivation included in the memorandum (see Annexure D – page 346).

Recommendation

1. That the following vote number be approved as an additional funding source for tender HES-TECH 25/2223: *The supply and delivery of water treatment chemicals for a period of three (3) years:*

   - Vote number: 81102323605X3TTIZZ10
     Description: INVENTORY - MATERIALS & SUPPLIES
     Available Amount 2025/26: R29 493.43

13. The approval of the minutes of the meeting held on 08 May 2026

14. Conclusion

09: .....

REPORTS

ANNEXURE A

SUBJECT: Evaluation Report

TENDER NO: HES-CORP 06/2526

TITLE: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

1 EXECUTIVE SUMMARY

Tenders were invited from potential service providers for provision of advertising and translation services.

2 RECOMMENDATION(S)

It is recommended that:

1. Tender *HES-CORP 06/2526: Provision of advertising and translation services for a period of two (2) years and nine (9) months*, be awarded to Ayanda Mbanga Communications (Pty) Ltd for the period 01 October 2026 – 30 June 2029, at the following amounts/rates below:

Tender advertisement:

Tender Item	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Tender Advertisement (Amount VAT Excl.)					
-10x2	R2 679.10	R3 054.65	R13 185.57	R1 231.28	R13 028.50
-12x2	R3 214.92	R3 665.59	R13 185.57	R1 477.54	R15 634.20
-13x2	R3 482.83	R3 971.05	R13 185.57	R1 601.00	R16 937.05
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%

Vacancy Advertisement:

Tender Item	Suid-Kaap Forum	George Herald	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Vacancy Advertisement (Amount VAT Excl.)							
-15x3	R1 750.38	R3 971.49	R6 631.59	R10878.10	R13 185.57	R3 115.15	R21 717.22
-19x3	R2 217.15	R5 030.56	R8 400.02	R13778.92	R13 185.57	R3 945.85	R27 508.48
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%	8%	8%

General advertisement and general notices:

Tender Item	Cape Times	Die Burger
General Advertisement (Amount VAT Excl.)		
-10x4	R5 583.90	R8 175.00
Expected percentage increase for the financial year two (2)	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%

Translating Services - Any translating must be quoted per word:

Language to be translated from	To be translated to	Price (VAT Excl.)
Afrikaans	English	R 1.89 p.w R891 minimum of 500 words
Afrikaans	isiXhosa	N/A
English	Afrikaans	R 1.89 p.w R891 minimum of 500 words
English	isiXhosa	R 1.89 p.w R891 minimum of 500 words
isiXhosa	Afrikaans	N/A
isiXhosa	English	R 1.89 p.w R891 minimum of 500 words
Expected percentage increase for the financial year two (2)	8%	R 2.04 p.w R962.28 minimum of 500 words
Expected percentage increase for the financial year three (3)	8%	R 2.21 p.w R1030 minimum of 500 words

2. The expenditure will be financed from vote numbers as listed below:

Vote Numbers	Refer to Annexure A3 of the Technical Report
Vote Descriptions	Refer to Annexure A3
Available Budget	2026/2027: R1 098 573.00* 2027/2028: R1 134 969.00* 2028/2029: R1 172 042.00* *Subject to approval of Council
Actual Amount	Various
Completion Period	1 October 2026 – 30 June 2029

3. It should be noted that no small acceptable deviations were applicable to the tender.
4. The recommended bidder does not require its own terms or conditions.
5. The validity of claims and declarations are valid.
6. The potential risks and mitigation factors were pointed out by the Senior SCM Practitioner: Contract, Risk and Performance Management. Refer to Annexure D Page 15.
7. No Additional contractual issues were identified.

3. TENDER EVALUATION

Public Tenders in accordance with the principles of Council's Supply Chain Management Policy were invited. This tender falls within a formal tender, targeting bidders within the adverting and translating industry that meet the prequalification criteria and contribute to B-BBEE.

3.1 Tender overview

Advertising date	: 30-01-2026
Closing date	: 06-03-2026
Original Tender Validity Expiry Date	: 04-06-2026

1.2.3 Validity Period

Warrants that the tender offer(s) remains valid, irrevocable and open for acceptance by the Municipality at any time for a period of 90 days after the closing date stated on the front page of the tender document.

Notwithstanding the period stated above, the tender shall be deemed to remain valid, irrevocable and open for acceptance until formal acceptance by the Municipality at any time after the expiry of the original validity period, unless the Municipality is notified in writing of anything to the contrary (including any further conditions) by the tenderer. Any further conditions introduced by the supplier will be considered at the sole discretion of the Municipality.

No of bids received	: 2
Responsive bids after compliance with specifications, general conditions and functionality	: 1
Non-responsive bids after compliance with specifications, general conditions and functionality	: 1

Invalid bids : N/A

3.2 Tender information table :

Serial No	Tenderer	Tender sum (including contingencies and VAT) R	Company BBB-EE Status Level Contribution	Expiry date of tax clearance certificate.
RESPONSIVE BIDDERS (after compliance with specifications and functionality)				
1	AYANDA MBANGA COMMUNICATIONS (PTY) LTD	VARIOUS	LEVEL 1	16-02-2027
NON-RESPONSIVE BIDDERS (after compliance with specifications, conditions and special conditions)				
1	KWANZA COMMUNICATIONS (PTY) LTD	**SECTION 2.2: FUNCTIONALITY EVALUATION** *Bidders that score less than 70 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points).* The bidder scored **50/100** and did not meet the minimum 70 points for functionality and is therefore found to be non-responsive.		
BIDDER NOT CONSIDERED				
NONE				

4 DISCUSSION ON EVALUATION PROCESS

4.1 Evaluation Process

The tender was evaluated as per the following phases:

Phase A: Specifications – Refer to 3.2 above
Local content – N/A
Phase B: Functionality – Refer to Annexure A
Phase C: Price and preference - Refer to Annexure C
Phase D: N/A

	Discussion		Considered Yes/No
1.	**Evaluation as per prescribed phases**		**Yes**
BEC Evaluation process following a phased approach	**Phase A**	Acceptable tender as per PPPFA section 1 and PPR 2022, Regulation 3 - Compliance with conditions and special conditions, legislative and legal requirements and minimum specifications.	**Considered Yes/No**
		Compliance in terms of: **a. Technical Evaluation Report** **b. Bid Evaluation Checklist** **c. Local Content Requirements**	**Yes** **Yes** **No**
	No.	**Responsive Bidders**	
	1	AYANDA MBANGA COMMUNICATIONS(PTY) LTD	
	If responsive move to		
	Phase B	Functionality scoring – must meet threshold requirements as per PPR 2022, Regulations 4	**Considered Yes/No**
		Compliance in terms of: **a. Functionality Scoring**	**Yes**
	No.	**Responsive Bidders**	
	1	AYANDA MBANGA COMMUNICATIONS (PTY) LTD	
	If responsive, move to		
	Phase C	Price and Preference scoring, as per PPR 2022, Regulations 5 or 6	**Considered Yes/No**
		Compliance in terms of:	**Yes**

		a. Price and Preference Scoring	
	No.	Highest Ranked Bidder	
	1.	AYANDA MBANGA COMMUNICATIONS (PTY) LTD	
	Once scored and listed in order of points, move to		
	Phase D	Phase D – Consideration of additional objective criteria as per PPPFA section 2(1)(f)	No
	Highest points = successful bidder, unless additional objective criteria exist		*91.00*

The following information was requested:

AYANDA MBANGA COMMUNICATIONS (PTY) LTD (Submitted)

- Submit certified latest municipal account in the name of the director H.P Lottering.
- Submit a certified valid lease agreement in the name of the company.
- Submit certified valid identity documents for the directors B.X.Y. Mbanga, N.J. Kganakga and H.P. Lottering.
- Submit a certified company CIPC registration document.

KWANZA COMMUNICATIONS (PTY) LTD (Submitted)

- Submit certified latest municipal account in the name of the director E.C. Derbyshine.
- Submit a certified latest municipal account in the name of the company.
- Submit a certified valid identity document for the director E.C. Derbyshine.
- Submit a certified company CIPC registration document.

This tender was evaluated on the following basis:
Points were allocated as follows:

Price	-	80 Points
BBB-EE Status Level Contribution	-	10 Points
Locality	-	10 Points
		100 Points

4.2 Evaluation of Adjudication Points

Points for price and BBB-EE Status Level Contribution in respect of preferential procurement were calculated in accordance with the prescribed formulae and the total points scored for each tenderer were then calculated.

The evaluation of adjudication points and the resultant ranking is tabulated in Annexure C attached.

4.3 Compliance of Recommended Bidder

Bidder	:	AYANDA MBANGA COMMUNICATIONS (PTY) LTD
Tender Price (VAT Incl.)	:	VARIOUS
Compliance to specification	:	Yes
Analyses of financial offer	:	Yes
Ability to complete the project	:	Yes
Compliance Checklist completed	:	Yes

5 POLICY COMPLIANCE IMPLICATIONS

The Supply Chain Management Policy adopted by the Executive Mayor Committee on 28/05/2025 is applicable to this tender.

6 FINANCIAL IMPLICATIONS

Vote Numbers	Refer to Annexure A3 of the Technical Report
Vote Descriptions	Refer to Annexure A3
Available Budget	2026/2027: R1 098 573.00* 2027/2028: R1 134 969.00* 2028/2029: R1 172 042.00* *Subject to approval of Council
Actual Amount	Various
Completion Period	1 October 2026 – 30 June 2029

7 BID EVALUATION COMMITTEE

We, members of the Bid Evaluation Committee as indicated below, hereby individually and collectively confirm that, during the evaluation of all bids received for the project, and in the formulation of this recommendation towards the award of this particular bid, we have neither intentionally and/or negligently, favoured nor prejudiced any natural and/or legal person/body/entity and that I/we have acted in good faith in respect of the fair, equitable, transparent, competitive and cost effective execution of the entire procurement process.

We hereby certify that all verifications in terms of the Supply Chain Management Policy have been undertaken and that the recommendation complies in all respects.

Evaluation Committee Chairperson Name: Dean Lewis-Michaels Department/Section Director: Corporate Serv. Telephone No. 028 7138027 Signed: Date: 28/4/2026	Evaluation Committee Member 1 Name: Carisha Prins Department/Section SCM-Unit Telephone No. 028 713 7974 Signed: Date: 28/04/2026.
Evaluation Committee Member 2 Name: Johanna Booysen Department/Section Finance Telephone No. 028 713 8055 Signed: Date: 20260428	Evaluation Committee Member 3 Name: WINSTON JOSEPH Department/Section FINANCE Telephone No. 028 713 7898 Signed: Date: 28/04/2026
Evaluation Committee Member 4 Name: Sarah Sanders Department/Section Legal & Admin Telephone No. 028 713 7941 Signed: Sanders Date: 28.04.2026	Evaluation Committee Member 5 Name: DUMISANI GAJHA Department/Section SCM Telephone No. 7986 Signed: Date: 28/04/2026
Evaluation Committee Member 6 Name: Department/Section Telephone No. Signed: Date:	Evaluation Committee Member 7 Name: Department/Section Telephone No. Signed: Date:

ANNEXURES

Annexure A:	*Technical Evaluation Report*
Annexure B:	*Bid Evaluation Checklist*
Annexure C:	*Schedule of Tender Adjudication Points*
Annexure D:	*Recommended bidders past performance Indicators for the past five years*
Annexure E:	*Agenda and Minutes of the Bid Evaluation Committee as on 28 April 2026*

Annexure A:
Technical Evaluation Report

SUBJECT: Annexure A Technical Evaluation Report

TENDER NO: HES-CORP 06/2526

TITLE: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

1 EXECUTIVE SUMMARY

1.1	**Method of tender evaluation**	RESPONSIVENESS TO TENDER SPECIFICATIONS AND FUNCTIONALITY
1.2	**Number of tenders received**	2
1.3	**Number of responsive tenders** after compliance with specifications, conditions, special conditions, and functionality	1
1.4	**Number of non-responsive tenders** after compliance with specifications, conditions, special conditions and functionality	1
1.4.1	**Recommended tenderer**	Ayanda Mbanga Communications (Pty) Ltd
1.4.2	**Opening tender price**	N/A
1.4.3	**Comparative tender price**	N/A
1.4.4	**Completion Period**	2 years and 9 months
1.5	**Escalation**	8% p.a
1.6	**Cost Estimate**	N/A
1.7	**Available Budget**	2026/2027: R 1 098 573.00 (Subject to council approval) 2027/2028: R 1 134 969.00 (Subject to council approval) 2028/2029: R 1 172 042.00 (Subject to council approval)
1.7.1	**Vote Number**	Refer to Annexure A3
1.7.2	**Vote Description**	Refer to Annexure A3
1.7.3	**Tender Amount**	N/A

2 OVERVIEW OF TENDER EVALUATION PROCESS

Tenderer	Phase A *(Per SOP 81)*				Phase B *(Per SOP 81)*
	Pre-Qualifica-tions	Local Content	Conditions and Special Conditions	Specificat ions	Functionality
Ayanda Mbanga Communications (Pty) Ltd	N/A	N/A	N/A	YES	YES (Refer to 2.1)
Kwanza Communications (Pty) Ltd	N/A	N/A	N/A	NO	NO (Refer to 2.2)

2.1 Bidder 1: AYANDA MBANGA COMMUNICATIONS (PTY) LTD

a. Bidder references were checked and found to be in order.
b. Bidder complied with:

Evaluation Phase		Compliance	Comments
A	Pre- Qualification Detail:	N/A	
	Local Content Detail:	N/A	
	Specifications Detail:	YES	
	Conditions and Special Conditions Detail:	N/A	
B	Functionality	YES	**Score: 94/100** (Refer to complete functionality evaluation below See Annexure A2)

c. No arithmetical errors were found in the tender document.
d. Bidder has the capability, capacity and required resources to complete the project due to their functionality score of 94/100.
e. The translations part of the contract (less than 25% of the contract) will be subcontracted to Language Inc.

2.2 Bidder 2: KWANZA COMMUNICATIONS (PTY) LTD

a. Bidder references were not checked due to non-compliance with functionality criteria.

b. Bidder complied with:

Evaluation Phase		Compliance	Comments
A	Pre- Qualification Detail:	N/A	
	Local Content Detail:	N/A	

	Specifications Detail:	NO	Only Michelle Rabie and Ettienne van Zyl listed as "*responsible individual for the translation service*" but no outsourcing agreements were provided. From the company profile these persons are not employees.
	Conditions and Special Conditions Detail:	N/A	
B	Functionality	NO	**Score: 50/100** (Refer to complete Functionality Evaluation below - See Annexure A2)

c. Bidder does not have the capability, capacity and required resources to complete the project due to their functionality score of 50/100.
d. In terms of 2.2.1 of the tender document, bidders must obtain a minimum of 70/100 in order to qualify and be scored in respect of price and preference.

3 REASONS FOR THE ELIMINATION OF TENDERS

NAME OF BIDDER	REASON/S
KWANZA COMMUNICATIONS (PTY) LTD	Clause 2.2.1 (i) Bidders that score less than 70 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points). The bidder scored **50/100** and did not meet the minimum 70 points for functionality, and is therefore found to be non-responsive.

4 SUMMARY OF FINANCIALS AND COMPLETION TIMES

Refer to section 1: Executive Summary

Vote Number	Refer to Annexure A3
Vote Description	Refer to Annexure A3
Available Budget	2026/2027: R 1 098 573.00 (Subject to council approval) 2027/2028: R 1 134 969.00 (Subject to council approval) 2028/2029: R 1 172 042.00 (Subject to council approval)
Actual Amount	Various
Amount already paid	N/A
Completion Period	1 October 2026 – 30 June 2029

5. RECOMMENDATION FOR THE AWARD OF THE TENDER

5.1 It is recommended that tender **HES-CORP 06/2526: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS** be awarded to Ayanda Mbanga Communications (Pty) Ltd as per the below prices:

Tender advertisement:

Tender Item	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Tender Advertisement (Amount VAT Excl.)					
-10x2	R2 679.10	R3 054.65	R13 185.57	R1 231.28	R13 028.50
-12x2	R3 214.92	R3 665.59	R13 185.57	R1 477.54	R15 634.20
-13x2	R3 482.83	R3 971.05	R13 185.57	R1 601.00	R16 937.05
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%

Vacancy Advertisement:

Tender Item	Suid-Kaap Forum	George Herald	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Vacancy Advertisement (Amount VAT Excl.)							
-15x3	R1 750.38	R3 971.49	R6 631.59	R10878.10	R13 185.57	R3 115.15	R21 717.22
-19x3	R2 217.15	R5 030.56	R8 400.02	R13778.92	R13 185.57	R3 945.85	R27 508.48

Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%	8%	8%

General advertisement and general notices:

Tender Item	**Cape Times**	**Die Burger**
General Advertisement (Amount VAT Excl.)		
-10x4	R5 583.90	R8 175.00
Expected percentage increase for the financial year two (2)	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%

Translating Services - Any translating must be quoted per word:

Language to be translated from	**To be translated to**	**Price (VAT Excl.)**
Afrikaans	English	R 1.89 p.w R891 minimum of 500 words
Afrikaans	isiXhosa	N/A
English	Afrikaans	R 1.89 p.w R891 minimum of 500 words
English	isiXhosa	R 1.89 p.w R891 minimum of 500 words
isiXhosa	Afrikaans	N/A
isiXhosa	English	R 1.89 p.w R891 minimum of 500 words
Expected percentage increase for the financial year two (2)	8%	R 2.04 p.w R962.28 minimum of 500 words
Expected percentage increase for the financial year three (3)	8%	R 2.21 p.w R1030 minimum of 500 words

5.2 That it be financed from the following vote numbers:

VOTE NUMBER		DESCRIPTION
211023001201GTPMZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTI EDEN
221023001701GMRCZZWM	P	OC: ADV/PUB/MARK - STAFF RECRUITMENT
231022657001GMRCZZWM	P	OS: TRANSLATORS & INTERPRETERS
231023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
251023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
261023001201GTUPZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
261023001201GTUQZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
261023001401GTUQZZWM	P	OC: ADV/PUB/MARK - GIFTS & PROMO ITEMS
301022657001GMRCZZWM	P	OS: TRANSLATORS & INTERPRETERS
301023001701GMRCZZWM	P	OC: ADV/PUB/MARK - STAFF RECRUITMENT
311023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
311023001201GTU4ZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
311023001401GMRCZZWM	P	OC: ADV/PUB/MARK - GIFTS & PROMO ITEMS
311023001501GTPRZZWM	P	OC: ADV/PUB/MARK - MUNICIPAL NEWSLETTERS
321023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
400522657001GMRCZZWM	P	OS: TRANSLATORS & INTERPRETERS
401023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
403023001801GMRCZZWM	P	OC: ADV/PUB/MARK - TENDERS
571023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
651023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
652023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
652523001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
653023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
653523001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
731023001201EMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES
801023001201GMRCZZWM	P	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES

SSanders

Ms Sarah Sanders
Manager: Legal and Administration Services

ANNEXURES

Annexure A1:	*Compliance to Conditions, Special Conditions, and Minimum Specifications*
Annexure A2:	*Functionality Evaluation*
Annexure A3:	*Budget*

Annexure A1: Compliance to Conditions, Special Conditions, and Minimum Specifications

SECTION 2.1: SPECIFICATIONS

Tenders are hereby invited for the provision of advertising and translating services to ensure that all advertisements of Hessequa municipality from various departments are published on specific dates in relevant media sources as per need for the duration of the contract period as well as ensuring that the advertisements are linguistically sound in Afrikaans, English and IsiXhosa. The translation service may also be utilised for other documents or notices that needs to be translated. The term of the contract will be for the period commencing on **01 October 2026** and terminating on **30 June 2029.**

Specifications	Comply Yes/No	Page to reference
The placement of advertisements **1. Tender Advertisements:** a. All tender advertisements must be advertised on a Friday, unless otherwise indicated and as per instruction, in the following newspapers: i. Cape Times – English ii. Die Burger – Afrikaans b. Tender advertisements as requested on a Sunday, as per instruction, in the following newspapers: i. Rapport (Online / Media24) – Afrikaans ii. Sunday Times – English iii. Die Papier - Afrikaans c. All advertisements must be translated, if and when required, in a manner not to compromise the quality, syntax, legibility and/or audibility with the transition from one language to another. d. The three most common sizes for the advertisement with the Hessequa logo are: i. 10x2 ii. 12x2 iii. 13x2 e. All tender advertisements should be in black and white		
2. Vacancy Advertisements: a. Vacancy advertisements as requested on weekdays as per instruction in the following newspapers: i. Suid-kaap Forum – Afrikaans ii George Herald – Afrikaans and/or English and/or IsiXhosa b. Vacancy advertisements as requested on a Saturday, as per instruction, in the following newspapers: i. Cape Times – English ii. Die Burger – Afrikaans c. Vacancy advertisements as requested on a Sunday, as per instruction, in the following newspapers: i. Rapport (Online / Media24) – Afrikaans ii. Sunday Times – English iii. Die Papier - Afrikaans		

d. All advertisements must be translated, if and when required, in a manner not to compromise the quality, syntax, legibility and/or audibility with the transition from one language to another. e. The two most common sizes for the advertisement with the Hessequa logo is: i. 15x3 ii. 19x3 All vacancy advertisements must be in black and white, unless instructed otherwise.		
Specifications	**Comply Yes/No**	**Page to reference**
3. General Advertisements and General Notices a. All general advertisements and general notices must be advertised daily, as per instruction, in the following newspapers: i. Cape Times – English ii. Die Burger – Afrikaans b. All advertisements must be translated in a manner that does not compromise the quality, syntax, legibility and/or audibility with the transition from one language to another. c. The size for a general advertisement with the Hessequa logo is 10x4. d. All general advertisements and general notices must be in black and white.		
4. Translating Services All ad hoc documents must be translated in a manner that does not compromise the quality, syntax, legibility and/or audibility with the transition from one language to another. Please note that all bidders must have a proven track record with regards to similar services. To substantiate this, please provide us with the following information which should be included with the tender document: a. Qualification and Experience of Translator/s and Language Competencies. b. Certified copies of the translator/s Curriculum Vitae to be included in the tender document. c. Translator/s must be registered with the South African Translators' Institute. Proof thereof should be included in the tender document. d. To indicate/provide information/clarity with regards to quality assurance measures in place.		

The prospective bidder to provide Hessequa municipality with the following information:

Language to be translated from	to be translated to	Responsible Individual for the translation service	Secondary responsible Individual for the translation service (if applicable)
Afrikaans	English		
Afrikaans	isiXhosa		
English	Afrikaans		
English	isiXhosa		

isiXhosa	Afrikaans		
isiXhosa	English		

If the translating service is to be outsourced, the bid must be accompanied with the agreement between the prospective bidder and relevant third party. Subcontracting should be indicated in section MBD 6.1 of this bid document.

2.1.2 General

2.1.2.1 Bidders must take cognizance of the fact that although it would be desirable for Hessequa Municipality to award the tender as a whole to one bidder, it reserves the right to award it in part to more than one bidder.

2.1.2.2 Hessequa municipality reserves the right to request, if and when needed, a form of agreement between the prospective bidder and any other third party other than the translating services during the term of the contract.

2.1.2.3 Bidders must provide an indication for the expected/actual price increase for the outer two years of the expected contract period. Considering that price increases will be considered annually; the bidder must clearly stipulate the frequency/conditions to and of the expected price increase. Last mentioned can be provided separately or be incorporated in agreement/SLA as mentioned in 2.1.2.4 below.

2.1.2.4 A draft agreement/SLA may be submitted with the tender proposal.

2.1.2.5 Bidder to provide the following information with regards to the turnaround time for services needed.

i) Turnaround time for the Placement of tender advertisement, vacancies, general advertisements and notices.

Number of days:_____

Please provide, if relevant, any conditions for above mentioned:

_____

_____

_____

_____

_____

ii) Turnaround time for the provisioning of translation services

Number of days:_____

Please provide, if relevant, any conditions for above mentioned:

_____

_____

_____

_____

Note: The municipality takes note that ' Die Rapport' is only available online and hereby makes provision for an alternative newspaper, i.e. Die Papier, for advertisements. Pricing for 'Die Rapport' must be indicated per post and not per centimetre column.

Failure to provide the information as stated above, will result in your tender being declared non-responsive.

Bidder	Comply Yes/No Special Conditions	Comply Yes/No Specifications (page 19-21)
Ayanda Mbanga Communications (Pty) Ltd	N/A	YES
Kwanza Communications (Pty) Ltd	N/A	NO

Annexure A2: Functionality Evaluation

(a) Reference Scoring: A maximum of 100 points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.

CRITERIA	POINTS
1. Experience - Company profile to be provided which consists of the following: • Must be on the letterhead of the company; • Background of what the company does; • How long the company has been operating; • Clients for whom similar work has been done. • Illustrate that the bidder is familiar with terminology related to local government	50
2. References	30
3. Translation	20
Total	100

1. **Important notes:**
   - ***(i) Bidders that score less than 70 out of 100 points for the functionality criteria will be regarded as submitting a non-responsive Bid and will not be evaluated on (preference points).***
   - ***(ii) Bidders must ensure that all the information requested is provided in detail. Failure on the bidder part to provide the evidence required to award points will result in no points being awarded for that criteria.***
   - ***(iii) Unclear or incomplete information provided will result in no points being allocated.***
   - ***(iv) Bidders must submit applicable information for this tender. Reference to any attached documentation must be clearly indicated.***
   - ***(v) Points will be allocated in terms of the evidence provided by the bidder. If the information provided during the course of the evaluation of contract are known to be false, the municipality will reserve the right not to award points or cancel the contract.***
   - ***(vi) Tenderers that do not supply the information in the above prescribed format or omit to provide the required evidence will not be awarded points for this section.***

Criteria will be evaluated as follow:

1. Experience (Company Profile to be provided to claim points for advertising and translation services provided as stated above)

1	Experience		Points
	a.	More than 5 years, including at least 2 local government specific projects	50
	b.	More than 5 years	40
	c.	More than 3-5 years	30
	d.	More than 0 -3 years	10
	e.	No experience	0

	Total	

2. References

The Bidder is hereby requested to provide a minimum of **5 contactable references**. The references should complete, score and sign **Form A: Original Completed Form A** to be included in the tender documentation. Points for References will be allocated as indicated in the tables below. Please note that the information provided will be verified by the Municipality. **The completed form A document, included in this document, is the only document which will be accepted for thebidder to score points.**

Points will be allocated as per points allocation per question.

The references must be related to advertising and translation services provided in the past 5 years.

2	References	Points
	a. 5 References (max 30 points, based on the scoring provided by the reference)	30
	b. 4 References (max 24 points, based on the scoring provided by the reference)	24
	c. 3 References (max 18 points, based on the scoring provided by the reference)	18
	d. 2 References (max 12 points, based on the scoring provided by the reference)	12
	e. 1 Reference (max 6 points, based on the scoring provided by the reference)	6
	f. 0 References responded positively to questions or no references	0
	Total	

3. Translation

Prospective bidders are required to translate the attached document **ANNEXURE A** to the following languages for which the following criteria will apply:

a. Afrikaans
b. IsiXhosa

Criteria	Score
Use of language Excellent – 10 points Good – 5 points Fair – 2 points	10

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Context Excellent – 5 points Good – 2 points Fair – 1 point	5
Format Excellent – 5 points Good – 2 points Fair – 1 point	5
Total	**20**

A bidder that scores less than 70 points out of 100 in respect of "functionality" will be regarded as submitting a non-responsive proposal and will be disqualified.

The Bidder that scores the highest points for price and preference will normally be awarded the contract although the Municipality reserves the right to make an award, at its sole discretion, to any bidders or combination of bidders.

EVIDENCE OF FUNCTIONALITY SHOULD BE ATTACHED IN AN ANNEXURE ATTACHED TO THE TENDER DOCUMENT.

Failure to provide the information as stated above, will result in your tender being declared non-responsive and no points being awarded.

FUNCTIONALITY EVALUATION

Bidders	Experience (50)	References (30)	Translation (20)	Total (100)	Comply Yes/ No	Comments
Ayanda Mbanga Communications (Pty) Ltd	50	29	15	94	Yes	
Kwanza Communications (Pty) Ltd	50	0	0	50	No	N/A

ANNEXURE A3: Budget

Vote No	Vote Description	2526 Adjusted Budget (25/02/2026)	Unspent Budget 2526_March 2026	Draft Budget 2627	Draft Budget 2728	Draft Budget 2829
211023001201GTPMZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTI EDEN	116 128.00	48 674.67	119 980.00	123 919.00	128 006.00
221023001701GMRCZZWM	OC: ADV/PUB/MARK - STAFF RECRUITMENT	2 846.00	1 181.40	2 000.00	2 066.00	2 134.00
231022657001GMRCZZWM	OS: TRANSLATORS & INTERPRETERS	5 000.00	5 000.00	5 000.00	2 500.00	2 500.00
231023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	15 000.00	3 923.75	16 000.00	16 000.00	16 000.00
251023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	1 411.00	1 411.00	1 458.00	1 506.00	1 556.00
261023001201GTUPZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	5 830.00	5 830.00	6 022.00	6 221.00	6 426.00
261023001201GTUQZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	17 507.00	443.00	50 000.00	51 650.00	53 354.00
261023001401GTUQZZWM	OC: ADV/PUB/MARK - GIFTS & PROMO ITEMS	106 102.00	32 908.64	88 943.00	91 878.00	94 910.00
301022657001GMRCZZWM	OS: TRANSLATORS & INTERPRETERS	50 500.00	49 624.50	52 000.00	53 000.00	54 748.00
301023001701GMRCZZWM	OC: ADV/PUB/MARK - STAFF RECRUITMENT	200 069.00	72 413.14	156 071.00	161 221.00	166 541.00
311023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	37 201.00	8 513.28	38 429.00	39 697.00	41 007.00
311023001201GTU4ZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	1 269.00	1 269.00	1 311.00	1 354.00	1 399.00
311023001401GMRCZZWM	OC: ADV/PUB/MARK - GIFTS & PROMO ITEMS	6 589.00	6 589.00	6 806.00	7 031.00	7 263.00
311023001501GTPRZZWM	OC: ADV/PUB/MARK - MUNICIPAL NEWSLETTERS	3 077.00	3 077.00	3 179.00	3 284.00	3 392.00
321023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	52 589.00	20 017.54	54 324.00	56 117.00	57 969.00
400522657001GMRCZZWM	OS: TRANSLATORS & INTERPRETERS	3 524.00	3 524.00	5 000.00	5 000.00	5 000.00
401023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	30 000.00	18 677.02	30 990.00	32 013.00	33 069.00
403023001801GMRCZZWM	OC: ADV/PUB/MARK - TENDERS	351 911.00	181 868.09	363 524.00	375 520.00	387 912.00
571023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	9 276.00	125.35	31 275.00	33 061.00	34 548.00
651023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	5 002.00	5 002.00	5 167.00	5 338.00	5 514.00
652523001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	3 126.00	3 126.00	3 229.00	3 336.00	3 446.00
653523001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	1 407.00	1 407.00	1 470.00	1 519.00	1 569.00
731023001201EMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	8 720.00	8 720.00	9 008.00	9 413.00	9 724.00
801022657001GMRCZZWM	OS: TRANSLATORS & INTERPRETERS	100 000.00	100 000.00	-	-	-
801023001201GMRCZZWM	OC: ADV/PUB/MARK - CORP & MUN ACTIVITIES	49 036.00	5 295.34	47 407.00	52 325.00	54 052.00
		1 183 120.00	**588 620.72**	**1 098 573.00**	**1 134 969.00**	**1 172 042.00**

* Budget Confirmation
→ Unspent Budget 2526
→ 2627 Draft MTREF Budget

Sandile Hartshwayo
2026/04/16

Annexure B:
Bid Evaluation Checklist

HESSEQUA MUNICIPALITY

BID EVALUATION CHECKLIST

Tender number:	HES-CORP 06/2526
Tender Description:	PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS
	Tender Type

Closing Time and Date	12:00	Friday, March 6, 2026
Number of bids received	2	TWO
Number of responsive bids received	1	ONE
Number of non-responsive bids received	1	ONE
Invalid bids	-	-

Bids received	1	AYANDA MBANGA COMMUNICIATIONS (PTY) LTD
	2	KWANZA COMMUNICATIONS (PTY) LTD
Responsive bidders	1	AYANDA MBANGA COMMUNICIATIONS (PTY) LTD
Non-responsive bidders	1	KWANZA COMMUNICATIONS (PTY) LTD
Invalid bids	-	NONE

Bids evaluated for:	
Pre-qualifications	N
Local Content	N
Specifications	Y
Conditions (general)	Y
Special Conditions	Y
Functionality	Y

Preference Point System	
Points System Used	80/20
Max Points for Price	80
Max points for B-BBEE Contribution	10
Max points for Locality	10

Advertising media used	
E-Tender	Y
Suid Kaap Forum	Y
Die Burger	Y
Cape Times	Y
Municipal Website	Y
Municipal Notice Boards	Y
CIDB Website	N

HESSEQUA MUNICIPALITY

BID EVALUATION CHECKLIST

Tender number	HES-CORP 06/2526
Tender Description:	PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

BIDDER INFORMATION

	COMPANY NAME	CONTACT PERSON	ADDRESSES		TELEPHONE NUMBER	CELLPHONE NUMBER	E-MAIL ADDRESS	CSD SUPPLIER NUMBER
			POSTAL ADDRESS	STREET ADDRESS				
1	AYANDA MBANGA COMMUNICATIONS (PTY) LTD	HELENA LOTTERING	UNIT 102 MASON'S PRESS, 7 RAVENSCRAIG ROAD, WOODSTOCK, 7925		021 000 1750	073 794 1081	[illegible]	MAAA0101954
2	KWANZA COMMUNICATIONS (PTY) LTD	EMELDA COLLEEN DERBYSHIRE	968 JAN SMUTS AVENUE, CRAIGHALL		010 971 3742	082 322 8594	[illegible]	MAAA0070067

Compiled by: DUMISANI CATSHA

Signature: _____

Checked by: CARISHA PRINS

Signature: _____

HESSEQUA MUNICIPALITY

BID EVALUATION CHECKLIST

Tender number:	HES-CORP 06/2526
Tender Description:	PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS
Name of Bidder:	AYANDA MBANGA COMMUNICATIONS (PTY) LTD — Type of Company: Proprietary Limited

	YES / NO	
Tender price within 80/20 (less than R50 mil) or 90/10 (more than R50 mil) [Specify]	-	
Bidder paid non-refundable fee to obtain full tender document [Non-responsive if not purchased]	YES	
Bidder meets minimum CIDB requirements as specified (if applicable) [Non-responsive if NO]	N/A	CRS Nr: - Grading: - Expiry date: -
Bidder has initialled, completed and signed each relevant page/section of the tender document	YES	
Bidder attached a **SARS Certificate with Tax Compliance Status PIN**	YES	Expiry date: 16-02-2027 VERIFIED ON CSD ON 16-03-2026. HAS A COMPLIANT TAX STATUS
Bidder attached a certified valid **B-BBEE status level verification certificate / sworn affidavit**	YES	B-BBEE Level: 1 Expiry date: 18-11-2026
Bidder attached certified latest valid **municipal account/lease agreement/sworn affidavit for all the members / directors**	YES	BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE DIRECTOR H.P. LOTTERING
Bidder attached certified latest valid **municipal account/lease agreement/sworn affidavit for the company**	NO	BIDDER TO SUBMIT A CERTIFIED LATEST VALID LEASE AGREEMENT FOR THE COMPANY PREMISES
Bidder attached certified valid **identity Documents** of directors/members with equity ownership	YES	BIDDER TO SUBMIT CERTIFIED VALID IDENTITY DOCUMENTS FOR THE DIRECTORS B.X.Y. MBANGA; N.J. KGANAKGA AND H.P. LOTTERING
Bidder attached a certified valid **Company Registration Certificate**	YES	BIDDER TO SUBMIT A CERTIFIED VALIED COMPANY REGISTRATION CERTIFICATE
Bidder attached a valid **COIDA Letter of Good Standing** (if applicable)	YES	Expiry date: 30-04-2026
Bidder attended **compulsory clarification meeting** (if applicable) [Non-responsive if bidder did not attend]	N/A	
Bidder attached **minutes and attendance register** of compulsory clarification meeting (if applicable)	N/A	
Bidder attached **record of addenda (addendum)** for this tender (if applicable)	YES	
Bidder attached the latest three financial years audited **Annual Financial Statements** (applicable if in excess of R10 mil)	N/A	
MBD4: Declaration of interest		
Bidder or any of its director currently in service of the state [Non-responsive if yes]	NO	
Bidder has been in service of the state in the past twelve months	NO	
Bidder has relation to other bidders or persons in service of the state who may be involved in the evaluation/adjudication of this bid	NO	
Bidder has family members (spouse, child or parent) in service of the state	NO	
Bidder declared interests in other related companies (if yes, provide detail)	NO	MAAA0468586; MAAA0828496
MBD8: Declaration of bidder's past SCM practices		
Bidder's previous Supply Chain Management Practices are in order	YES	
Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers	NO	
Bidder or any of its directors listed on the Register for Tender Defaulters [Non-responsive if yes]	NO	
Bidder indicated that they have **own terms and conditions** (if applicable, provide detail)	NO	

Evaluator comments:

1	REQUEST BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE DIRECTOR H.P. LOTTERING.
2	REQUEST BIDDER TO SUBMIT A CERTIFIED LATEST VALID LEASE AGREEMENT FOR THE COMPANY.
3	REQUEST BIDDER TO SUBMIT CERTIFIED VALID IDENTITY DOCUMENTS FOR THE DIRECTORS B.X.Y. MBANGA; N.J. KGANAKGA AND H.P. LOTTERING
4	REQUEST BIDDER TO SUBMIT A CERTIFIED VALIED COMPANY REGISTRATION CERTIFICATE.
5	

Name: DUMISANI CATSHA
Date: 09-03-2026
Signature:

Reviewer comments:

1	**REQUEST AS STATED ABOVE**

Name: CARISHA PRINS
Date: 16-03-2026
Signature:

Additional comments:

The submissions requiring certification were commissioned by a director of the bidding company.

HESSEQUA MUNICIPALITY

BID EVALUATION CHECKLIST

Tender number:	HES-CORP 06/2526
Tender Description:	PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS
Name of Bidder:	KWANZA COMMUNICATIONS (PTY) LTD — Type of Company: Proprietary Limited

	YES / NO	
Tender price within 80/20 (less than R50 mil) or 90/10 (more than R50 mil) [Specify]	-	
Bidder paid non-refundable fee to obtain full tender document [Non-responsive if not purchased]	YES	
Bidder meets minimum CIDB requirements as specified (if applicable) [Non-responsive if NO]	N/A	CRS Nr: - Grading: - Expiry date: -
Bidder has initialled, completed and signed each relevant page/section of the tender document	YES	
Bidder attached a **SARS Certificate with Tax Compliance Status PIN**	YES	Expiry date: 09-03-2026 VERIFIED ON CSD ON 16-03-2026. HAS A COMPLIANT TAX STATUS
Bidder attached a certified valid **B-BBEE status level verification certificate / sworn affidavit**	YES	B-BBEE Level: 1 Expiry date: 23-07-2026
Bidder attached certified latest valid **municipal account/lease agreement/sworn affidavit for all the members / directors**	YES	BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE DIRECTOR E.C. DERBYSHINE
Bidder attached certified latest valid **municipal account/lease agreement/sworn affidavit for the company**	YES	BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE COMPANY
Bidder attached certified valid **Identity Documents** of directors/members with equity ownership	YES	BIDDER TO SUBMIT A CERTIFIED VALID IDENTITY DOCUMENT FOR THE DIRECTOR E.C. DERBYSHINE
Bidder attached a certified valid **Company Registration Certificate**	YES	BIDDER TO SUBMIT A CERTIFIED VALIED COMPANY REGISTRATION CERTIFICATE
Bidder attached a valid **COIDA Letter of Good Standing** (if applicable)	NO	Expiry date: -
Bidder attended **compulsory clarification meeting** (if applicable) [Non-responsive if bidder did not attend]	N/A	
Bidder attached **minutes and attendance register** of compulsory clarification meeting (if applicable)	N/A	
Bidder attached **record of addenda (addendum)** for this tender (if applicable)	YES	
Bidder attached the latest three financial years audited **Annual Financial Statements** (applicable if in excess of R10 mil)	N/A	
MBD4: Declaration of Interest		
Bidder or any of its director currently in service of the state [Non-responsive if yes]	NO	
Bidder has been in service of the state in the past twelve months	NO	
Bidder has relation to other bidders or persons in service of the state who may be involved in the evaluation/adjudication of this bid	NO	
Bidder has family members (spouse, child or parent) in service of the state	NO	
Bidder declared interests in other related companies (if yes, provide detail)	YES	SISONKE NEWS - MAAA1292158
MBD8: Declaration of bidder's past SCM practices		
Bidder's previous Supply Chain Management Practices are in order	YES	
Bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers	NO	
Bidder or any of its directors listed on the Register for Tender Defaulters [Non-responsive if yes]	NO	
Bidder indicated that they have **own terms and conditions** (if applicable, provide detail)	NO	

Evaluator comments:

1	REQUEST BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE DIRECTOR E.C. DERBYSHINE.
2	REQUEST BIDDER TO SUBMIT A CERTIFIED LATEST VALID MUNICIPAL ACCOUNT FOR THE COMPANY
3	REQUEST BIDDER TO SUBMIT A CERTIFIED VALID IDENTITY DOCUMENT FOR THE DIRECTOR E.C. DERBYSHINE
4	REQUEST BIDDER TO SUBMIT A CERTIFIED VALIED COMPANY REGISTRATION CERTIFICATE.
5	REQUSTED DOCUMENTS ABOVE ARE UP TO DATE HOWEVER REQUESTS ARE NEEDED FOR THEM TO BE UP TO DATE UPON SERVING OF THE ITEM ON THE BEC

Name: DUMISANI CATSHA
Date: 09-03-2026
Signature:

Reviewer comments:

1	CERTIFIED MUNICIPAL ACCOUNT WAS SUBMITTED FOR THE COMPANY PREMISES
2	CERTIFIED MUNICIPAL ACCOUNTS WAS SUBMITTED FOR DIRECTOR E.C DERBYSHINE
3	CERTIFIED ID COPY OF DIRECTOR E.C DERBYSHINE WAS SUBMITTED WITH THE BID DOCUMENT

Additional comments:

Name: CARISHA PRINS
Date: 16-03-2026
Signature:

HESSEQUA MUNICIPALITY
BID EVALUATION CHECKLIST

PRICE AND PREFERENCE

Tender number:	**HES-CORP 06/2526**
Closing Date:	**Friday, March 6, 2026**

BIDDERS	A AYANDA MBANGA COMMUNICATIONS (PTY) LTD	B KWANZA COMMUNICATIONS (PTY) LTD
Turn around time	2 YEARS 9 MONTHS	NON-RESPONSIVE
Bid Price (VAT Incl.)	R258,852.37 R258,582.37	
Points awarded: Price <R50 000 000, Ps=80	**80.00**	
Points awarded: B-BBEE Contribution B-BBEE Status Level of Contributor	Level 1	
Number of points claimed (Max = 10)	**10.00**	
Points awarded: Locality Location	Within Western Cape	
Number of points claimed (Max = 10)	**1.00**	
Total Price and Preference Points	**91.00**	
Ranked	**1**	

COMPILED BY:	
Name and Surname:	DUMISANI CATSHA
Date:	09-03-2026
Signature:	

REVIEWED BY:	
Name and Surname:	CARISHA PRINS
Date:	16-03-26
Signature:	

SECTION 2.1.1.1 TENDER ADVERTISEMENT

TENDER EVALUATION: PRICE AND PREFERENCE

TENDER NUMBER:	HES-CORP 06/2526				CLOSING DATE:	06-03-2026		
BIDDERS	A	B	C	D	E	F	G	
		NR						
PRICE TENDERED (VAT EXCL.)	R109,534.42							
	R109,534.42							
Points awarded: Price								
< R50 000 000 Ps = 80	80.00							
Points awarded: B-BBEE Contribution								
B-BBEE Status Level of Contributor	1							
Number of points claimed	10							
Locality	WITHIN WESTERN CAPE							
Number of points claimed	1							
Maximum (20 points)								
Total Points Awarded	91.00							
Ranked:	1							

TENDER EVALUATION:

PRICE AND PREFERENCE EVALUATED BY:
Name: DUMISANI CATSHA
Date: 23-03-2026
.....

REVIEWED BY:
Name: CARISHA DENNIS
Date:
.....

SECTION 2.1.1.2 VACANCY ADVERTISEMENT

TENDER EVALUATION: PRICE AND PREFERENCE

TENDER NUMBER:	HES-CORP 06/2526				CLOSING DATE:	06-03-2026	
BIDDERS	A	B	C	D	E	F	G
		NR					
PRICE TENDERED (VAT EXCL.)	R135,289.05						
	R135,289.05						
Points awarded: Price							
< R50 000 000 Ps = 80	80.00						
Points awarded: B-BBEE Contribution							
B-BBEE Status Level of Contributor	1						
Number of points claimed	10						
Locality	WITHIN WESTERN CAPE						
Number of points claimed	1						
Maximum (20 points)							
Total Points Awarded	91.00						
Ranked:	1						

SECTION 2.1.1.3 GENERAL ADVERTISEMENT AND GENERAL NOTICES

TENDER EVALUATION: PRICE AND PREFERENCE

TENDER NUMBER:	HES-CORP 06/2526				CLOSING DATE:	06-03-2026	
BIDDERS	A	B	C	D	E	F	G
		NR					
PRICE TENDERED (VAT EXCL.)	R13,758.90						
	R13,758.90						
Points awarded: Price							
< R50 000 000 Ps = 80	80.00						

Points awarded: B-BBEE Contribution							
B-BBEE Status Level of Contributor	1						
Number of points claimed	10						
Locality	WITHIN WESTERN CAPE						
Number of points claimed	1						
Maximum (20 points)							
Total Points Awarded	91.00						
Ranked:	1						

TRANSLATION SERVICES

TENDER EVALUATION: PRICE AND PREFERENCE

TENDER NUMBER: HES-CORP 06/2526 CLOSING DATE: 06-03-2026

BIDDERS	A	B	C	D	E	F	G
		NR					
PRICE TENDERED (VAT EXCL.)	R7.56						
	R7.56						
Points awarded: Price < R50 000 000 Ps = 80	80.00						
Points awarded: B-BBEE Contribution							
B-BBEE Status Level of Contributor	1						
Number of points claimed	10						
Locality	WITHIN WESTERN CAPE						
Number of points claimed	1						
Maximum (20 points)							
Total Points Awarded	91.00						
Ranked:	1						

TOTAL EXCLUDING TRANSLATION SERVICES

TENDER EVALUATION: PRICE AND PREFERENCE

TENDER NUMBER: DATE: 23-03-2026

BIDDERS	A	B	C	D	E	F	G
PRICE TENDERED (VAT EXCL.)	R258,582.37						
	R258,582.37						
Points awarded: Price < R50 000 000 Ps = 80	80.00						
Points awarded: B-BBEE Contribution							
B-BBEE Status Level of Contributor	1						
Number of points claimed	10						
Locality	WITHIN WESTERN CAPE						
Number of points claimed	1						
Maximum (20 points)							
Total Points Awarded	91.00						
Ranked:	1						

Annexure C:
Schedule of Tender Adjudication Points

ANNEXURE C

TENDER NUMBER [HES-CORP 06/2526]:
[PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS]

SCHEDULE OF TENDER ADJUDICATION POINTS

TENDER ADVERTISEMENT

Name of Bidder	Price used for evaluation purposes (Excl. VAT)	Points for Price	Points for BBB-EE Status Level	Points for Locality	Total Adjudication Points Max 100	Tender Ranking
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	R109 534.42	80.00	10.00	1.00	91.00	1

VACANCY ADVERTISEMENT

Name of Bidder	Price used for evaluation purposes (Excl. VAT)	Points for Price	Points for BBB-EE Status Level	Points for Locality	Total Adjudication Points Max 100	Tender Ranking
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	R135 289.05	80.00	10.00	10.00	91.00	1

GENERAL ADVERTISEMENT AND GENERAL NOTICES

Name of Bidder	Price used for evaluation purposes (Excl. VAT)	Points for Price	Points for BBB-EE Status Level	Points for Locality	Total Adjudication Points Max 100	Tender Ranking
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	R13 758.90	80.00	10.00	1.00	91.00	1

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TRANSLATION SERVICES

Name of Bidder	Price used for evaluation purposes (Excl. VAT)	Points for Price	Points for BBB-EE Status Level	Points for Locality	Total Adjudication Points Max 100	Tender Ranking
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	R7.56	80.00	10.00	1.00	91.00	1

TOTAL EXCLUDING TRANSLATION SERVICES

Name of Bidder	Price used for evaluation purposes (Excl. VAT)	Points for Price	Points for BBB-EE Status Level	Points for Locality	Total Adjudication Points Max 100	Tender Ranking
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	R258 582.37	80.00	10.00	1.00	91.00	1

Annexure D:
Recommended bidders past performance Indicators for the past five years

ANNEXURE D

Recommended bidder/s past performance Indicators for the past five (5) years as registered on the administration program Collaborator.

1. **Average performance indicators for the period under review:**

Recommended Bidder	Avg. Performance Rating		
	Service Quality	Product Quality	Delivery Performance
AYANDA MBANGA COMMUNICATIONS (PTY) LTD	1	1	1

2. **General Comments:**

   a. The recommended service provider is Hessequa Municipality's current service provider under tender HES-CORP 10/2223 for the rendering of advertising and translation services with the feedback being excellent. There are no other appointments on record other than HES-CORP 10/2223.

3. **Any additional inclusions to be considered within the contract if awarded:**

   a. N/A

4. **Other**

   a. N/A

Compiled by: HJ Prevaar

Signature:

Annexure E:
Agenda and Minutes of the Bid Evaluation Committee as on 28 April 2026

HESSEQUA MUNICIPALITY

AGENDA OF THE
BID EVALUATION COMMITTEE
(GOODS AND SERVICES)

MEETING
28 APRIL 2026

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Hessequa Municipality

MEETING OF THE BID EVALUATION COMMITTEE ON 28 APRIL 2026

ATTENDANCE REGISTER AND UNDERTAKING OF CONFIDENTIALITY AND IMPARTIALITY

I, the undersigned, hereby declare:

- that all information, documentation, and decisions regarding any matter before the committee are confidential and undertake not to make known anything in this regard.
- that I will treat all providers and potential providers equitably and will not purposefully favour or prejudice anybody.
- that I will make known details of any private or business interest which I, or any close family member, partner or associate may have in any proposed procurement or disposal process of, or in any award or contract and that I will immediately withdraw from participating in any manner whatsoever.

NAME	DEPARTMENT / SECTION MUNICIPALITY	SIGNATURE
Mr. D. Lewis- Michaels	Chairperson	✓
Ms. C. Prins	Vice-Chairperson	✓
Mr. D. Catsha	Secretary	
Mr. W Joseph	Member/Financial Services	✓
Ms. J Booysen	Member/Financial Services	✓
Ms. S. Sanders	Member/Corporate Services	✓
REPRESENTATIVES		
Ms. A Vries	Legal Services	✓

BID EVALUATION COMMITTEE

Notice is hereby given of a Bid Evaluation Commitee Meeting (Goods and Services) that will take place on Tuesday, 28 April 2026 at 11h00 in order to consider the following agenda:

AGENDA

1. **WELCOMING AND OPENING**
2. **MEMBERS IN ATTENDANCE**
3. **MEMBERS ABSENT WITH/ WITHOUT APOLOGIES**
4. **REPRESENTATIVES**
5. **AGENDA ITEMS RAISED FROM PREVIOUS MINUTES**
6. **TENDERS PRESENTED**

6.1. HES-CORP 06/2526: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

Expected Date of BEC:	28 April 2026
Actual Date of BEC:	28 April 2026
Reasons for non-adherence to plan:	N/A
Why should the BEC consider this item as Procurement Plan was not adhered to:	N/A
Controls implemented by user to ensure project is successfully implemented:	N/A

	Discussion		Considered (Yes/ No)
1.	**Evaluation as per prescribed phases**		
BEC Evaluation process following a phased approach	**Phase A**	Acceptable tender as per PPPFA section 1 – Compliance with conditions and special conditions, legislative and legal requirements and minimum specifications.	**Considered (Yes/ No)**
		Compliance in terms of: **a. Technical Evaluation Report** **b. Bid Evaluation Checklist** **c. Local Content Requirements**	
		Responsive Bidders	
	1.		
	2.		
	3.		
	If responsive move to		
	Phase	Functionality scoring – must meet threshold requirements as per PPPFA	**Considered**

	B	Regulations 4	(Yes/ No)
		Compliance in terms of: **a. Functionality Scoring**	
		Responsive Bidders	
	1.		
	2.		
		If responsive, move to	
	Phase C	Price and Preference scoring, as per PPPFA Regulations 5 or 6	**Considered (Yes/ No)**
		Compliance in terms of: **a. Price and Preference Scoring**	
		Highest Ranked Bidder	
	1.		
		Once scored and listed in order of points, move to	
	Phase D	Phase D – Consideration of additional objective criteria as per PPPFA section 2(1)(f)	**Considered (Yes/ No)**
		Objective Criteria Consider: 1. Rotation of tenders (If so, indicated during tender invitation) 2. Environmental Considerations 3. Abnormally low tender (id PAJA is adhered to) 4. Risk considerations specifically related to preferred bidder (if PAJA is adhered to)	
		Recommended Bidder	
	1.		
		Highest points = successful bidder, unless additional objective criteria exist	
2.	Small Acceptable Deviations		
3.	Bidders own Conditions		
4.	Validity of claims and declarations		
5.	Municipal Accounts and Tax Clearance		
6.	Potential risks and mitigation factors		
7.	Additional contractual issues		
8.	Bidders' declaration of interests		

7. GENERAL

8. APPROVAL OF MINUTES

9. CONCLUSION

of

HESSEQUA MUNICIPALITY

MINUTES OF THE
BID EVALUATION COMMITTEE
(GOODS & SERVICES)

MEETING HELD ON
28 APRIL 2026

HESSEQUA MUNICIPALITY

BID EVALUATION COMMITTEE

Minutes of the Bid Evaluation Committee meeting held on Tuesday, 28 April 2026 at 11:00 on the Microsoft Teams Meeting application.

1. WELCOMING AND OPENING

Mr. D. Lewis-Michaels	Chairperson

2. MEMBERS PRESENT

Mr. D. Lewis-Michaels	Chairperson
Mr. C. Prins	Vice Chairperson
Mr. W. Joseph	Member / Financial Services
Ms. J Booysen	Member / Financial Services
Ms. S. Sanders	Member / Corporate Services
Mr. D. Catsha	Secretary

3. REPRESENTATIVES

Ms. A Vries	Legal Services

4. MEMBERS ABSENT WITH/WITHOUT APOLOGY

None.

5. ITEMS RAISED FROM PREVIOUS MEETING

None.

Initialed by Chairperson: _____

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6. NEW TENDERS PRESENTED

6.1. HES-CORP 06/2526: PROVISION OF ADVERTISING AND TRANSLATION SERVICES FOR A PERIOD OF TWO (2) YEARS AND NINE (9) MONTHS

Expected Date of BEC:	28 April 2026
Actual Date of BEC:	28 April 2026
Reasons for non-adherence to plan:	N/A
Why should the BEC consider this item as Procurement Plan was not adhered to:	N/A
Controls implemented by user to ensure project is successfully implemented:	N/A

The following two (2) tenders were received by the SCM Unit by the closing date of 06 March 2026 at 12:00:

1. AYANDA MBANGA COMMUNICATIONS (PTY) LTD
2. KWANZA COMMUNICATIONS (PTY) LTD

- Functionality and technical evaluation report were prepared by: Ms. S. Sanders
- The bid evaluation check list was done and compiled by: Mr. D. Catsha
- Checked by: Ms. A De Lange

- The following information was requested:

AYANDA MBANGA COMMUNICATIONS (PTY) LTD (Submitted)

- Submit certified latest municipal account in the name of the director H.P Lottering.
- Submit a certified valid lease agreement in the name of the company.
- Submit certified valid identity documents for the directors B.X.Y. Mbanga, N.J. Kganakga and H.P. Lottering.
- Submit a certified company CIPC registration document.

KWANZA COMMUNICATIONS (PTY) LTD (Submitted)

- Submit certified latest municipal account in the name of the director E.C. Derbyshine.
- Submit a certified latest municipal account in the name of the company.
- Submit a certified valid identity document for the director E.C. Derbyshine.
- Submit a certified company CIPC registration document.

Initialed by Chairperson: _____

Recommendation

It is recommended that:

1. Tender *HES-CORP 06/2526: Provision of advertising and translating services for a period of two (2) years and nine (9) months*, be awarded to Ayanda Mbanga Communications (Pty) Ltd for the period 01 October 2026 – 30 June 2029, at the following amounts/rates below:

Tender advertisement:

Tender Item	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Tender Advertisement (Amount VAT Excl.)					
-10x2	R2 679.10	R3 054.65	R13 185.57	R1 231.28	R13 028.50
-12x2	R3 214.92	R3 665.59	R13 185.57	R1 477.54	R15 634.20
-13x2	R3 482.83	R3 971.05	R13 185.57	R1 601.00	R16 937.05
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%

Vacancy Advertisement:

Tender Item	Suid-Kaap Forum	George Herald	Cape Times	Die Burger	Rapport (Online / Media 24)	Die Papier	Sunday Times
Vacancy Advertisement (Amount VAT Excl.)							
-15x3	R1 750.38	R3 971.49	R6 631.59	R10878.10	R13 185.57	R3 115.15	R21 717.22
-19x3	R2 217.15	R5 030.56	R8 400.02	R13778.92	R13 185.57	R3 945.85	R27 508.48
Expected percentage increase for the financial year two (2)	8%	8%	8%	8%	8%	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%	8%	8%	8%	8%	8%

Initialed by Chairperson: RU

General advertisement and general notices:

Tender Item	Cape Times	Die Burger
General Advertisement (Amount VAT Excl.)		
-10x4	R5 583.90	R8 175.00
Expected percentage increase for the financial year two (2)	8%	8%
Expected percentage increase for the financial year three (3)	8%	8%

Translating Services - Any translating must be quoted per word:

Language to be translated from	To be translated to	Price (VAT Excl.)
Afrikaans	English	R 1.89 p.w R891 minimum of 500 words
Afrikaans	isiXhosa	N/A
English	Afrikaans	R 1.89 p.w R891 minimum of 500 words
English	isiXhosa	R 1.89 p.w R891 minimum of 500 words
isiXhosa	Afrikaans	N/A
isiXhosa	English	R 1.89 p.w R891 minimum of 500 words
Expected percentage increase for the financial year two (2)	8%	R 2.04 p.w R962.28 minimum of 500 words
Expected percentage increase for the financial year three (3)	8%	R 2.21 p.w R1030 minimum of 500 words

Initialed by Chairperson: RL

2. The expenditure will be financed from vote numbers as listed below:

Vote Numbers	Refer to Annexure A3 of the Technical Report
Vote Descriptions	Refer to Annexure A3
Available Budget	2026/2027: R1 098 573.00* 2027/2028: R1 134 969.00* 2028/2029: R1 172 042.00* *Subject to approval of Council
Actual Amount	Various
Completion Period	1 October 2026 – 30 June 2029

3. It should be noted that no small acceptable deviations were applicable to the tender.
4. The recommended bidder does not require its own terms or conditions.
5. The validity of claims and declarations are valid.
6. The potential risks and mitigation factors were pointed out by the Senior SCM Practitioner: Contract, Risk and Performance Management.
7. No Additional contractual issues were identified.

- Ayanda Mbanga Communications (Pty) Ltd – verified on 28 APRIL 2026 at 10:29 and found to be compliant.

Initialed by Chairperson: _____

7. GENERAL

None

8. APPROVAL OF THE MINUTES OF THE MEETING HELD ON 28 APRIL 2026

Resolved

8.1. That the minutes of the meeting held on 28 April 2026 be approved unanimously.

9. CONCLUSION

The meeting adjourned at 11:13

.....
Mr. D. Lewis-Michaels
Chairperson

28/4/2026
Date

.....
Mr. D. Catsha
Secretary

28/04/2026
Date

Initialed by Chairperson: _____

ANNEXURE B

Hessequa Municipality

Evaluation Report

Requisition Number	**(SITA - RFB 740/2020) RFQ 92753**
Description	**The supply and delivery of laptops**

- The correct SCM procedures were followed.

Number of quotations received	: 1
Number of quotations received late	: 0
Advertising date	: 17 April 2026
Closing date	: 24 April 2026
Number of Responsive Suppliers	: 1
Number of Non-Responsive Suppliers	: 0

- The non-responsive suppliers are listed below:

Nr.	Supplier Name	Reason for non-responsive
1.	None	None

The responsive suppliers scored as follow:

NR	NAME OF SUPPLIER	TOTAL PRICE FOR ITEM INCL.VAT		POINTS SCORED			
			POINTS FOR PRICE	B-BBEE score card	Locality	TOTAL	RANKING
1.	Juvinon Systems (Pty) Ltd T/A ISM	R232 225,00	80,00	0,00	3,00	83,00	1

- The 80/20 formula was used in calculating the points.
- The recommended bidder submitted a valid BBBEE certificate and has a valid tax clearance certificate on the Central supplier database.
- The recommended supplier is not listed on the National Treasury Database of Restricted Suppliers
- This project will be financed from the following vote number in the 2025/2026 financial year.

Item No	Description	Quantity	Vote number	Available funds on vote number (Vat Incl.)	Unit Price (Vat Incl.)	Total Price (Vat Incl.)
1	I5 Laptops / Core 7	5	69106470020IFARUZZWM	R161 000.00	R25 150.00	R125 750.00
2	i7 Laptops	3	24106470020IFALWZZHO	R81 109.11	R21 295.00	R63 885.00
					Total Price (Vat Incl.)	**R189 635.00**

It is recommended that ***the supply and delivery of laptops under SITA RFB740/2020*** be awarded to Juvinon Systems (Pty) Ltd T/A ISM for reduced amount price of R189 635.00 (Vat Incl.). Goods to be delivered within 3 - 4 days.

That it should be noted that the quantity of item 2 was reduced from 5 to 3 due to insufficient funds.

Prepared by: Ms. Carisha Prins

Signature

04/05/2026
Date

Approved as correct and in accordance with specifications: Mr. Terence Prins

Signature

04.05.2026
Date

SITA CHECKLIST

	REQUISITION NUMBER	(SITA - RFB 740/2020) 92753								DATE: 2026-04-30
	DESCRIPTION	THE SUPPLY AND DELIVERY OF LAPTOPS								
NR	SUPPLIERS/ BIDDERS NAME	ACTIVE ON CSD	VALID CERTIFIED BBB-EE CERTIFICATE ATTCHED Y/N	BBBEE Expiry date	CIDB grading if applicable	Amount(VAT Inclusive)	Price	B-BBEE score card	Locality	Total Points
1	JUVINON SYSTEMS (PTY) LTD T/A ISM	YES	NON-COMPLIANT CONTRIBUTOR	NON-COMPLIANT CONTRIBUTOR	N/A	R232 225,00	80,00	0,00	3,00	83,00

COMMENTS:	ONE QUOTATION WERE RECEIVED FOR THE SUPPLY AND DELIVERY OF LAPTOPS
RECOMMENDATION	JUVINON SYSTEMS (PTY) LTD T/A ISM SCORED THE HIGHEST POINTS FOR PRICE AND PREFERENCE
COMPILED BY:	CARISHA PRINS
DATE:	30-Apr-26

TENDER EVALUATION: PRICE AND PREFERENCE	CARISHA PRINS	Tenders		Price	Delivery requirements
SITA - RFB 740/2020| 92753- THE SUPPLY AND DELIVERY OF LAPTOPS	2026/04/30	A	JUVINON SYSTEMS (PTY) LTD T/A ISM	R232 225,00	3-4 DAYS

BIDDERS	A	B	C
PRICE TENDERED (VAT INCL.)	R232 225,00	-	-
	R232 225,00	-	-
Points awarded: Price			
< R50 000 000 Ps = 80	80,00	-	-
Points awarded: B-BBEE Contribution			
B-BBEE Status Level of Contributor	0	-	-
Number of points claimed	0	-	-
Locality	3	-	-
Maximum (20 points)			
Total Points Awarded	83,00	-	-
Ranked:	1,00	-	-

Carisha Prins

From: Clinton Yon <Clinton@ism-sa.co.za>
Sent: Thursday, 30 April 2026 11:59
To: Carisha Prins
Cc: Terence Prins
Subject: Re: ISM Quotation (RFQ 92753 - The supply and delivery of laptops under SITA RFB740)

Importance: High

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hi there Carisha,

We, (ISM) accept the reduced pricing as indicated in the table below. ☺

Many thanks.
Clinton

From: Carisha Prins <carisha@hessequa.gov.za>
Sent: Thursday, 30 April 2026 11:02
To: Clinton Yon <Clinton@ism-sa.co.za>
Cc: Terence Prins <terence@hessequa.gov.za>
Subject: RE: ISM Quotation (RFQ 92753 - The supply and delivery of laptops under SITA RFB740)

Good day Clinton,

Trust you are well. The abovementioned RFQ is currently in the evaluation process and to ensure that the evaluation is conducted fair we require the following confirmation:

Due toe budget constraints the quantities of item 2 will have to be reduced from 5 to 3. Please confirm whether ISM accepts the reduced pricing as indicated in the table below:

Item No	Description	Quantity	Unit Price (Vat Incl.)	Total Price (Vat Incl.)
1	I5 Laptops / Core 7	5	R25 150.00	R125 750.00
2	i7 Laptops	3	R21 295.00	R63 885.00
	Total Price (Vat Incl.)			**R189 635.00**

Please confirm in writing before or by Monday, 04 May 2026 @ 12h00

Kind regards

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Hessequa Municipality

MUNICIPAL SUPPLY CHAIN MANAGEMENT
REQUEST FOR QUOTATION
SITA – RFB 740

RQ Nr: 92753 **17 April 2026**

Dear Sir/Madam

Please provide a written quotation for the supply of goods and / or services as detailed in the list attached.

The quotation must be submitted, on the official letterhead of your business, by the one of the following means for the attention of Ms Carisha Prins

- Tel: (028) 713 7974
- Email: carisha@hessequa.gov.za
- Per Hand at the Hessequa Municipality SCM offices, Post Office Building, 19 Main Road, Riversdale, 6670

Quotations must reach the Municipality by no later than 12:00 on ~~Tuesday~~ Friday, 24 April 2026
The following conditions will apply to all quotations:

- Prices quoted must be firm, inclusive of VAT and where applicable for delivery to the address indicated below. The total amount of the quotation must also be clearly indicated;
- Please refrain from quoting on goods that are out of stock or not usually stocked by your company, or indicate on your quotation that this is the case and what the delivery period on those items will be
- If your quotation is accepted, goods and/or services must be supplied and delivered to the below mentioned address, accompanied by your delivery note and invoice (if possible);
- Quotations must be valid for a period of 30 days;
- The delivery period must be indicated.
- **The quotation must outline the detailed menu per item and time frame as indicated on the catering template attached to this request.**

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- If your quotation does not comply with above stated conditions, your quotation will not be considered.

If you have not received a response from the Municipality within thirty (30) days after the closing date of the quotation, please regard your quotation as unsuccessful.
Should you be interested in wanting to know who the successful bidder was, you may consult our website at www.hessequa.gov.za where monthly reports on awards will be published.

Please address any technical enquiries regarding the specifications to Mr. Terence Prins at 028 713 8048 or via email: terence@hessequa.gov.za, or any Supply Chain Management related enquiries to Ms Carisha Prins at Tel: 028 713 7974

SUPPLY CHAIN MANAGEMENT

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SECTION 4.1 MBD4: DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name of bidder or his or her representative: Mr Clinton Yon

3.2 Identity Number: 7403045112082

3.3 Position occupied in the Company (director, trustee, shareholder[2]): Managing Director

3.4 Company registration number: 2005/003052/07

3.5 Tax Reference Number: 912 189 6154

3.6 VAT Registration Number: 4260223211

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state? YES / NO

3.8.1 If so, furnish particulars:

.....

.....

* MSCM Regulations: "in the service of the state" means to be –
(a) a member of –
  (i) any municipal council;
  (ii) any provincial legislature; or
  (iii) the national Assembly or the national Council of provinces;

(b) a member of the board of directors of any municipal entity;
(c) an official of any municipality or municipal entity;
(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) a member of the accounting authority of any national or provincial public entity; or
(f) an employee of Parliament or a provincial legislature.

3.9 Have you been in the service of the state for the past twelve months? YES / NO

3.9.1 If so, furnish particulars:

.....

3.10 Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.10.1 If so, furnish the following particulars:

.....

3.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?
YES / NO

3.11.1 If so, furnish particulars:

.....

3.11 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.12.1 If so, furnish particulars:

.....

3.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? YES / NO

3.13.1 If so, furnish particulars:

.....

3.14. Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?
YES / NO

3.14.1 If yes, furnish particulars: .....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number	Income Tax Number
Mr Clinton Yon	7403045112082		2238291166
Mr David Scholtz	7305125148086		1092395142

Signature

Date 20/04/2026

Managing Director
Position

~~Mr Clinton Yon~~
Name of Bidder

Ouvonon Systems (Pty) t/a ISM

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Honey
BEE Ratings
0861 HONEYCOMB

CERTIFICATE

We Certify that

Juvinon Systems (Pty) Ltd

Company Address: *63 York Street, George, Western Cape, 6529*
Registration Number: *2005/003052/07,* ***VAT Number:*** *4260223211*

Has been verified for compliance with the B-BBEE Amendment Act of 2013 and the ICT Sector Code Gazette No.40407 of November 2016 and has achieved the following:

BEE RATING

Non-Compliant Contributor

(Qualifying Small Enterprise)

BEE PROCUREMENT RECOGNITION LEVEL

0%

Black Ownership	0.00%	Ownership	0.00
Black Woman Ownership	0.00%	Management Control	0.00
Black Designated Group	0.00%	Skills Development	0.00
Black Youth	0.00%	Enterprise & Supplier Development	0.00
Black Disabled	0.00%	Socio-Economic Development	0.00
Black Unemployed	0.00%	Total	0.00
Black People Living in Rural Areas	0.00%	Y.E.S. Initiative Implemented	No
Black Military Veterans	0.00%	Y.E.S. Target Achieved	N/A
Black New Entrant	0.00%	Number of Levels Promoted	N/A
Exclusion Principle Applied	No	Certificate Number	HR_QSE_4759_26
Modified Flow Through Principle	No	Version Number	1.0
Empowering Supplier	Yes	Issue Date	27 January 2026
Discounting Applied	Yes	Expiry Date	26 January 2027
Financial Period Reviewed	01 March 2024 – 28 February 2025	Revision Date	N/A

Verification Manager
Douglas Lawson
Honeycomb BEE Ratings

sanas

BEE RATING BY HONEYCOMB

Honeycomb BEE Ratings (Pty) Ltd Reg No. 2005/017757/07 27, 14th Avenue, Northmead, Benoni 1501
086 Honeycomb or (011) 890 1650 info@honeycomb-bee.co.za www.honeycomb-bee.co.za

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The 80/20 preference point system will be applicable in this tender.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS INTERMS OF B-BBEE	10
SPECIFIC GOALS INTERMS OF LOCALITY	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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3.1.1 **POINTS AWARDED FOR PRICE**

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

B-BBEE status level of contributor	Number of points allocated in terms of B-BBEE score card	Points claimed by the bidder (bidder to indicate)
1	10	
2	9	
3	8	
4	6	
5	4	
6	3	
7	2	

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8	1	
Non-Compliant contributor	0	0

POINTS WILL BE ALLOCATED AS FOLLOWS		Points claimed
	POINTS	
PRICE	80	
SPECIFIC PARTICIPATION GOALS		
Situated within Hessequa Municipal jurisdiction	10	
Situated within the EDEN Municipal jurisdiction	3	3
Situated within Western Cape Province	1	
BBBEE SCORE CARD		
BBBEE points	10	
TOTAL	100	

TO CLAIM POINTS FOR LOCALITY:

- **Proof to be submitted in the event of claiming preference points for the promotion of local labour and/or the promotion of enterprises located in the Hessequa Municipal area, Garden Route District and the Province of the Western Cape will be in the form of current and valid municipal statement or current and valid lease agreement of the Head Quarters or branch of the bidding entity.**
- **In the case of sub-contracting points will only be allocated for the main bidder.**
- **In case of Joint Venture and Consortiums the parties to the joint venture or Consortium may determine which Head Quarters or branch of the partners will be the servicing entity to the municipality and provide the proof as stated above in order to claim the preference points.**

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm: Jawinon System (PTY) LTD T/A ISM

4.3. Company registration number: 2005/003052/07

4.4. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation

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☐ Public Company
☐ Personal Liability Company
☒ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company
[TICK APPLICABLE BOX]

4.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: Mr Clinton Yon

DATE:

ADDRESS: 63 York Street
George
6529

MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Municipal Bidding Document must form part of all bids invited.

2 It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
b. been convicted for fraud or corruption during the past five years;
c. wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? **(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).** **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☒

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4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☒
4.3.1	If so, furnish particulars:		
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☒
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☒
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME): Mr Clinton Yon **CERTIFY THAT THE**

INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

20/04/2026
Date

Managing Director
Position

~~Mr Clinton Yon~~
Name of Bidder

Durinson Systems t/a ISM

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Specifications:

i5 Laptop			
Component	Minimum Specification Laptops	Alternative Specification	Comply Y/N
CPU & Chipset	13th Generation Intel Core i5/ Ryzen 5 series (4.0GHz or better)	Core i7-240H	
Memory	16GB DDR5 Memory (upgradable to 32GB)		Y
Storage	512GB NVMe SSD		Y
Graphics	Nvidia RTX 5060 (8GB VRAM) or better (Dedicated GPU required)		Y
Display	15.6" FHD (1920x1080) or better		Y
Audio & Video	HD webcam; H-Phone/Ext Mic/ DC-In		Y
Input	Keyboard and touchpad; (Build-in number pad) HDMI/ RJ-45;		Y
Communications	2x USB 3.0, 1x USB Type-C (Supports DisplayPort 1.2 / Power Delivery) / 1x HDMI / 1x SD Card Reader / 1x Headphone & Microphone Combo Jack / 2 Stereo optimized with Dolby® Audio		Y
Laptop Max Weight	2 kg		Y
Software	Windows 11 Home		Y
Warranty	1 Year Next Business Day On-Site	2-YEAR CARRY-IN	

i7 Laptop - HP Pro Book 440 or similar			
Component	Minimum Specification Laptops	Alternative Specification	Comply Y/N
CPU & Chipset	Core Ultra 7 155U or similar		Y
Memory	16GB (1x16GB) DDR5 5600 (must have an upgradable extra slot)		Y
Storage	512GB PCIe NVMe SSD		Y
Connections	Type-C, 2 x USB 3.0, HDMI Port		Y
Display	14.0" WUXGAUWVA300FHDC Panel		Y
Audio & Video	HD webcam; H-Phone/Ext Mic/ DC-In		Y
Input	Keyboard and touchpad; (Build-in number pad) HDMI/ RJ-45;		Y
	HD Graphics/ Media Card Reader		Y
Communications	Wireless LAN 802.11bgn; Bluetooth 4.0, Gigabit RJ45 LAN Connection.		Y
Laptop Max Weight	2 kg		Y
Software	Windows 11 Pro		Y
Warranty	1 Year Next Business Day On-Site	3YR NBD ONSITE	

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Pricing Schedule

Item No	Description	Minimum Quantity	Unit Price Vat Excl.	Price Vat Excl.
1.	i5 Laptops / Core 7	5	R21869.57	R109347.85
2.	I7 Laptops	5	R18517.39	R 92586.95
			Total Price Vat Excl.	R201934.80
			VAT 15%	R30290.20
			Total Price Vat Incl.	R232225.00

PLEASE INDICATE THE DELIVERY PERIOD: 3-4 working days from date of order

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Head Office
63 York Street
George
6529
Tel: 044 884 1443
Fax: 086 622 6500
Website: www.ism-sa.co.za

ISM
CLOUD SERVICES PROVIDER

To	Terence Prins
Company	Hessequa Mun.
Date	22nd April 2026

Thank you for allowing ISM to propose the following options.

SITA RFB 0740 Contract Vendor

CSD Number: MAAA0003525

RFQ 92753 - The supply and delivery of laptops:

5 x B2RWEKG-0922A MSI Cyborg 15 Core 7 240H 5.2GHz 10-Core 15.6" Full HD (1920x1080) 144Hz IPS-Level 16GB (2x8GB) DDR5-5600 NVIDIA GeForce RTX 5050 8GB GDDR7 512GB M.2 SSD Windows 11 Home Translucent Black Laptop Gigabit Ethernet RJ-45 LAN Port Wi-Fi 6E Bluetooth v5.3 1x USB 10Gbps Type-C Port with DisplayPort & Power Delivery 2x USB 10Gbps Type-A Ports 1x HDMI 2.1 Port (TMDS) 1x 3.5mm Combination Audio Jack 1x Mic-in/Headphone-out Combo Jack 2x 2W Speakers HD type (30fps@720p) Webcam 4-Zone RGB Gaming Keyboard with Copilot Key 4-Cell, Li-Polymer, 55.2Whr Battery 2 Year Carry in –Warranty **(Limited stock in PE)**	**25 150.00ea**	**125 750.00**
5 x A38BBET HP ProBook 440 (PROMO) 14 inch G11 Notebook Core Ultra 7 155U 16GB (1x16GB)DDR5 5600 512GB PCIe NVMe SSD 14.0" WUXGAUWVA300FHDC Panel **Windows 11 Pro 64** Wi Fi 6E+BT 5.3 Clickpad Backlit Dual AryMic F USB2 NFOVCamera Pike Silver D Cover HP 3y Onsite NB Supp **(Stock in Jhb)**	**21 295.00ea**	**106 475.00**
	TOTAL	**232 225.00**

Head Office
63 York Street
George
6529
Tel: 044 884 1443
Fax: 086 622 6500
Website: www.ism-sa.co.za

Labour not included unless otherwise stated

All prices shown are including VAT.
Prices may change without notice, E & OE
Subject to ROE
Carry In warranty on all hardware
Quotation valid for 30 days

I trust the above information is sufficient. Should you require any further information please do not hesitate to contact me. All prices are subject to change without prior notice.

Clinton Yon
ism-o-hessequa-21785

Carisha Prins

From: Clinton Yon <Clinton@ism-sa.co.za>
Sent: Friday, 16 August 2024 11:32
To: Carisha Prins
Cc: Hendrik Pienaar
Subject: RE: ISM Submission (RFQ 86655 - The supply and delivery of ICT equipment)

Importance: High

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recongnise the sender and know the content is safe.

Hi Carisha,

Many thanks.

Shareholding is different to directorship.

Deon is only a shareholder and not involved in the day to day running of the business.

Many thanks.

Best regards,

Clinton Yon
Managing Director
ISM

63 York Street, George, 6529
Office: +27 44 884 1443
Direct: +27 44 050 5112
Email: clinton@ism-sa.co.za | Web: www.ism-sa.co.za

ISM BANKING DETAILS HAS NOT CHANGED PLEASE IGNORE ANY EMAIL THAT DOES NOT COME FROM @ism-sa.co.za DOMAIN.

VAT No. 4630193664
P.O. Box 19, George, 6530
71 York Street, Dormehls Drift, George, 6529
Phone: (044) 801-9111
Email: accounts@george.gov.za

George Municipality
Tax Invoice

Statement Date	2026-03-26
Tax Invoice Number	202603/000000012240
Old Account Code	1002445057
Account Number	000000012240
Receipts Posted up to	2026-03-25
Guarantee/Deposit	R 1 300
Property Physical Address	215 Plattner Boulevard
SG Number	C027/0002/00025007/00000
Market Value	R 3 440 000
Stand Size	827 m²
Account Type	Owner / Occupier
Client VAT Number	

GRG000000012240
Mr/Ms CW&M Yon
Posbus 1443
George
6530

SAVE WATER | SPAAR WATER | YONGA AMANZI

Services	Opening Balance	Receipts	Billed Amount	Billed VAT	Interest	Journals	Closing Balance
Electricity Basic	R 569.64	-R 569.64	R 495.34	R 74.30	R 0.00	R 0.00	R 569.64
Property Rates	R 1 748.92	-R 1 748.92	R 1 748.92	R 0.00	R 0.00	R 0.00	R 1 748.92
Sanitation Basic	R 381.14	-R 381.14	R 331.43	R 49.71	R 0.00	R 0.00	R 381.14
Waste Disposal	R 382.48	-R 382.48	R 332.59	R 49.89	R 0.00	R 0.00	R 382.48
Water Basic	R 179.76	-R 179.76	R 156.31	R 23.45	R 0.00	R 0.00	R 179.76
Water Metered	R 462.39	-R 462.39	R 54.39	R 8.15	R 0.00	R 0.00	R 62.54
Total	**R 3 724.33**	**-R 3 724.33**	**R 3 118.98**	**R 205.50**	**R 0.00**	**R 0.00**	**R 3 324.48**

	Current	30 Days	60 Days	90 Days	120 Days	150 Days	180 Days	180+ Days
Total	R 3 324.48	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00	R 0.00

Remaning Capital Amount	Intallment Amount	Remaining Period
R 0.00	R 0.00	

Amount Excl VAT Due	VAT Due	Total Amount incl VAT Due	Due Date
R 3 118.98	R 205.50	**R 3 324.48**	**2026-04-23**

Water Details:

Type	Meter Number	Previous Reading	New Reading	Consumption	Reading Days
Water	BSRB4016	3761	3769	8	29

Type	Previous Reading Date	New Reading Date	Factor	Reading Type
Water	21/01/2026	19/02/2026	1	Actual

Charge Type	Quantity	Interval	Tariff Rate	Amount Billed	VAT Billed	Total Billed
Basic Fixed	1.00	1	R 156.31	R 156.31	R 23.45	R 179.76
Consumption	5.72	0-6	R 23.82	R 136.17	R 20.43	R 156.60
	2.28	6-15	R 23.82	R 54.39	R 8.16	R 62.55
Free Units	5.72	0-6	R 23.82	-R 136.17	-R 20.43	-R 156.60

Water Consumption/Verbruik(kl)

Electricity Details:

Type	Tariff	Meter Number	Meter Connection Size
Pre-Paid	PDOM	04175726340	60 Amps

Payment Details

Smart Water Meter
My Smart City

Bank: First National Bank
Account Number: 62869623150
Branch Code: 250655
VAT No: 4630193664
Swift Code: FIRNZAJJ
Type: Cheque
Ref. Nr: GRG12240

9153000000000012240 3

Proof of payments to: payments@george.gov.za
Queries to: accounts@george.gov.za

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Account Statement

Katse Close 9, Kraaibosch 24074

01 February 2025 to 30 April 2025

D. Scholtz

Katse Close 24074
George
Western Cape
6529

RAWSON Properties

YOUR NEIGHBOURHOOD EXPERTS

Rawson Properties George
VAT : 4940256382
Tommy Joubert Building, Shop 2,
Cnr of Cradock & Courtenay Streets
George
Western Cape
6529

044 884 1390
office.george@rawson.co.za

Created on 25 March 2025

Date	Ref	Description	VAT	Billed	Paid	Balance
2025-02-01		Opening balance brought forward				0.00
2025-02-01	34062374	Rent for February 2025	0.00	16 500.00		16 500.00
2025-02-01	34062376	Sewerage	0.00	361.27		16 861.27
2025-02-01	34062378	Refuse	0.00	360.82		17 222.09
2025-02-01	34062380	Electricity Tariff	0.00	312.24		17 534.33
2025-02-01	34478384	Water Jan '25 (10/12-13/01)	0.00	169.58		17 703.91
2025-02-01	34827047	Payment Received 2025-02-01	0.00		17 703.91	0.00
2025-03-01	35207950	Rent for March 2025	0.00	16 500.00		16 500.00
2025-03-01	35207953	Sewerage	0.00	361.27		16 861.27
2025-03-01	35207957	Refuse	0.00	360.82		17 222.09
2025-03-01	35207959	Electricity Tariff	0.00	312.24		17 534.33
2025-03-01	35658201	Water Feb '25 (13/01-10/02)	0.00	241.37		17 775.70
2025-03-03	36104453	Payment Received 2025-03-03	0.00		17 775.70	0.00
2025-04-01	36438160	Rent for April 2025	0.00	16 500.00		16 500.00
2025-04-01	36438162	Sewerage	0.00	361.27		16 861.27
2025-04-01	36438165	Refuse	0.00	360.82		17 222.09
2025-04-01	36438170	Electricity Tariff	0.00	312.24		17 534.33
2025-04-01	36697592	Water Mar '25 (10/02-12/03)	0.00	337.10		17 871.43
				Balance Due		**17 871.43**

Lease Summary

Lease End Date	2025-06-30
Current Rent	16 500.00
Deposit Balance	21 192.90
Interest Earned	3 400.28

Rawson Properties George BANK ACCOUNT

Account Name	JONSHUA PROPERTIES CC R
Bank	ABSA
Branch Code / SWIFT	632005 / ABSAZAJJ
Account	4102540469
Payment Reference	**RGE0223**

GILOFRAN TRUST

Gilofran Trust [Reg No IT883/94]
P O Box 924
Little Brak River 6503
Tel: 044 874 4711
awestraat.pnp@outlook.com
VAT: 4550142709

Tax Invoice

Date	01/03/2026
Page	1
Document No	IN103210

33 Brinkley Street
FraaiUitsig
Little Brak River
6503

ISM
Shop 1
63 YorkStreet
George
6530

Deliver to
Shop 1
63 YorkStreet
George
6530

Account	Your Reference	Tax Exempt	Tax Reference	Sales Code	
ISM001	RENT MARCH 2026	N	4260223211		Exclusive

Code	Description	Quantity	Unit	Unit Price	Disc%	Tax	Nett Price
1000001	Rent					15.00%	29 062.59
1000003	Basic Municipal Charges (Non Vat)					0.00%	1 224.06
1000004	Municipal Charges					15.00%	1 689.23

Bank Details : ABSA
Branch No : 632005
Acc No : 4050126014

Received in good order

Signed _____ Date _____

Sub Total		31 975.88
Discount @	0.00%	0.00
Amount Excl Tax		31 975.88
Tax		4 612.77
Total		36 588.65

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RENTAL OFFER / LEASE AGREEMENT

This is the lease agreement between **GILOFRAN TRUST** and **JUVINON SUSTYMS (PTY) LTD**, which is on the terms and conditions set out in the Lease Agreement below and in the annexure thereto.

1. **NAME AND ADDRESS OF LESSOR**

GILOFRAN TRUST [T883/94]
VAT NO: 4550142709
herein represented by EDWARD EDWIN BARTIE
in his capacity as Trustee, duly authorized hereto, of
33 BRINKLEY AVE FRAAI UITSIG LITTLE BRAK RIVER

2. **FULL NAME, IDENTITY NUMBER AND ADDRESS OF LESSEE**

JUVINON SYSTEMS (PTY) LTD t.a ISM
PRIVATE BAG X6590
GEORGE
6530

3. **IF LESSEE IS A LEGAL ENTITY, STATE FULL NAMES OF:**

DIRECTORS, SHARHOLDERS, CC MEMBERS OF LESSEE

1. FULL NAMES **CLINTON YON**
   ID NO **740304 5112 08 2**
   RESIDENTIAL ADDRESS
   CELL NR. **082 346 5909**

2. FULL NAMES DAVID HERCYLAAS SCHOLTZ
   ID NO **730512 5148 08 6**
   RESIDENTIAL ADDRESS 9 KATSE CLOSE KRAAIBOSCH COUNTRY ESTATE
   CELL NR. 060 980 6619

4 **DESCRIPTION OF LEASED PREMISES**

SHOP 1 situated at **cnr YORKSTREET, GEORGE, 6530**

WITH AN EXTENT OF **245.73m²** constituting **19.5%** of **Gross Lettable Area**

5. **COMMENCEMENT DATE**

01 SEPTEMBER 2023

6. **DURATION OF LEASE**

6.1 Initial period **3 (THREE) YEARS** with effect from the commencement date.

7. **RENTAL**

7.1 **Basic rental:**

	Period		Monthly Rental	15% VAT	Total
	From	To			
7.1.1	1-Sep-2023	31-Aug-2024	R 25 384.39	R 3 807.66	R 29 192.05
7.1.2	1-Sep-2024	31-Aug-2025	R 27 161.30	R 4 074.20	R 31 235.50
7.1.3	1-Sep-2025	31-Aug-2026	R 29 062.59	R 4 359.39	R 33 421.98

7.2.1 **Additional Pro-rata monthly charges calculated per Gross Lettable Area (GLA):**

- These charges may vary as determined by the local municipal authority

7.2.1.1 Rates and taxes

7.2.1.2 Water – basic levy;

7.2.1.3 Sewerage – No Levy

7.2.1.4 Refuse Removal – No Levy

7.2.2 **Other charges**

~~7.2.2.1 Cleaning & Pest control services;~~ n/a

~~7.2.2.2 Security services;~~ n/a

~~7.2.2.3 Backup Generator Maintenance Levy:~~ n/a

~~7.2.2.4 Generator Diesel Surcharge:~~ n/a

7.2.2.5 Service of fire extinguishers.

7.3 **Monthly Consumption charges**

~~7.3.1 Water usage (per dedicated meter where applicable);~~ n/a

~~7.3.2 Electricity consumption (per dedicated meter reading).~~ n/a

8. **NAME OF BUSINESS (AND DESCRIPTION THEREOF)**

ISM Information Systems – Information and Technology Services

9. **PLACE FOR PAYMENT OF RENTAL**

All payments due by the Lessee to the Lessor under this lease shall be made via EFT bank transfer into the following bank account:

GILOFRAN TRUST, ABSA Bank [Branch Code 632 005] Acc No: 40 5012 6014

Ref: Shop Name

or to such other person, if any, at such other place, or other way, if any, free from any bank costs, charges or levies as the Lessor has designated for the time being by written notice to the Lessee.

10. **DEPOSIT PAYABLE UPON DATE OF SIGNING HEREOF BY LESSEE**

This lease agreement is subject to the payment by the Lessee of an additional deposit in the amount of **R 23 421,98 (R 10 000.00 on hand)** within 7 days of signature of this agreement. The parties acknowledge that the Lessee cannot acquire the Premises which is hereby offered to rent if the aforementioned Deposito is not paid. Should the aforementioned Deposit/condition not been paid this Agreement shall be of no force and effect. The Lessor however has a discretion to waive this condition at any time.

The **R33 421,98** deposited will be kept in an interest bearing Trust account for the benefit of the Lessee pending the termination of the lease but subject to the provisions hereinafter referred to. Provided further that, on condition that the Lessee has complied with all of its obligations in terms of the lease the deposit shall be refunded to the Lessee within 30 (thirty) days as from the date of termination of the lease. The deposit to be made to the following account number:

GILOFRAN Trust, ABSA Bank Acc no 9327776010, Branch Code 632005

Ref: **SHOP NAME/DEPOSIT**

PLEASE TAKE NOTE THIS IS NOT THE SAME ACCOUNT TO BE USED AS FOR MONTHLY RENTAL PAYMENTS

Proof of Payment to be e-mailed to edbartie@yahoo.co.uk

11. **TRADING HOURS:**

The following Minimum trading hours will be required from the Lessee:

Mondays – Fridays	8am	to	5pm (4:30pm Fridays)
Saturdays from		to	
Sundays & Public Holidays		to	

It is required of the Lessee to ensure that his business will be open for business during the above hours. Failure to do so will be seen as breach of contract and normal remedies applied.

12. **SUSPENSIVE CONDITIONS:**

This document is strictly a "Rental Offer".
The "Rental Offer" document consists of the 4-page Rental Offer plus the 12-page Annexure Plus 1-page Deed of Surety plus the 1-page Inspection List/Fault Report, all of these documents together constitute the "Rental Offer"

No rights will be established to either the Lessor or Lessee by the mere communication of this "Rental Offer".

This "Rental Offer" will only become a Lease Agreement upon the fulfillment of all the following suspensive conditions:

12.1 This Rental Offer will expire on **16 August 2023.**

12.1.1 Acceptance of the "Rental Offer" will be fulfilled upon the Lessor receiving a fully signed copy of the "Rental Offer" per email or the original signed "Rental Offer" document on or before the close of business on the date as per clause 12.1 above.

12.1.2 Should a signed copy of the "Rental Offer" be received by the Lessor as proof of acceptance per email, the original signed "Rental Offer" must be delivered to the Lessor within 7 days of the date as per clause 12.1 above.

12.1.3 It is the responsibility of the Lessee to confirm that acceptance of the "Rental Offer" reach the Lessor as required per par 12 and to retain proof of submission of the accepted "Rental Offer", whether submitted by email or per hand.

12.1.4 The "Rental Offer" will be considered fully signed when signed by the Lessee/or his appointed representative and one witness at the bottom of every page and also where signatures are required as indicated.

12.1.5 No relaxation of any of the requirements under this suspensive condition par 12 will negatively affect the rights of the Lessor whatsoever.

12.1.6 Should the acceptance of this "Rental Offer" not be received by the Lessor as required per par 12 above this "Rental Offer" will be deemed expired, null and void and NO agreement will come into effect.

12.1.7 This rental offer will only become a valid Lease agreement if signed by both the Lessor and Lessee within 7 (seven) days of each other.

Signed at GEORGE on the 10th day of OCTOBER 2023

1. _____ Witness

_____ LESSOR

Signed at George on the 29TH day of September.

2. _____ Witness

_____ LESSEE

_____

_____ As Surety

GILOFRAN TRUST – ANNEXURE TO RENTAL OFFER/AGREEMENT

This is the Annexure referred to in the lease agreement and Lease Agreement ("The Lease Agreement") above.

1. DEFINITIONS

In this lease unless the contrary intention shall clearly appear:

1.1 The following words and phrases shall have the meaning set out hereunder:

"The agent"	- the Lessor's agent appointed by it from time to time;
"The commencement date"	- the date set out in item 5 of the Lease Agreement;
"The premises"	- the premises described in item 4 of the Lease Agreement;
"The building:	- the land described in item 4 of the Lease Agreement;
"The land"	- the land described in item 4 of the Lease Agreement;
"Ratio of Gross Lettable Area (GLA)"	- the proportion which the square meterage occupied by the lessee shall bear to the total lettable square meterage of the property of which the leased premises forms part;
"Municipal charges"	- Pro rata rates, services and any other municipal imposts.
"*Vis major*"	- means act of God, fire, drought, flood, war, acts of terrorism, riot, civil commotion, governmental actions "including acts of state, labour disputes, any epidemic or pandemic cause by natural or unnatural virus or germ that hold a health risk to human lives and any similar events beyond the control of the Lessor

1.2 Words signifying the singular number shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter.

1.3 Words and phrases defined or used in the Lease Agreement shall have the same meaning in this Annexure and vice versa.

2. LEASED PREMISES

The Lessor hereby lets to the Lessee who hires the premises from the Lessor on the terms and conditions herein contained.

3. COMMENCMENT, DURATION AND RENEWAL

3.1 This lease shall commence on the commencement date and shall endure for the period set out in item 6.1 of the Lease Agreement.

3.2 The lessee shall have the right to renew this lease for the renewal period set out in item 6.2 page 2 of the Lease Agreement by giving written notice to the Lessor at least **6 (SIX)** clear calendar months prior to the termination period upon the same terms and conditions as contained herein, save as to rental and the rate of annual rental escalation for the renewal period and save that there shall be no further right of renewal.

3.3 Should notice of renewal not be received by the Landlord as set out in 3.2, then the option to renew as set out in par 6.2 page 2 will lapse in full and no right to renew will exist and therefore the lease will expire as if no renewal option was available in the first instance.

3.4 In the event of the Lessee renewing the lease in terms of clause 6.2 page 2 above then the monthly rental shall be determined by agreement between the parties.

3.5 The renewed Lease Agreement has to be accepted and signed by the Lessee at least 1 (ONE) calendar month before expiry of current Lease Agreement.

3.6 Should the Lessee fail to accept and sign the renewal timely, then the Lessor will have the option to not renew the Lease Agreement and to procure alternative tenants for the premises.

4. **RENTAL**

4.1 The monthly rental payable by the Lessee to the Lessor shall be the sum set out in item 7 of the Lease Agreement.

4.2 **All rentals payable** by the Lessee in terms hereof shall be paid monthly in advanced without any deduction of demand and free of exchange, charges or any costs **on the first business day of each and every month** to the Lessor at the address set out in item 9 of the Lease Agreement or at such other place or to such other person as the Lessor may notify the Lessee in writing from time to time. Provided that if the first day of the month is a Sunday or a public holiday then the rental for that particular month shall be payable on the first business day following on such a Sunday or public holiday. Provided further that the Lessor will furnish the Lessee with a VAT invoice for each rental payment, upon receipt of such rental payment by the Lessor.

4.3 Each payment made by the Lessee shall, notwithstanding any allocation by the Lessee of such payment, be appropriated by the Lessor firstly to all charges and expenses then owing by the Lessee other than rental and the balance if any of such payment shall be appropriated to rental due.

4.4 Notwithstanding the afore going provisions but should the municipal rates and taxes, trade and domestic effluent charges, sanitary fees and refuse removal fees or any other fees or charges payable by the Lessor in respect of the land or the buildings to the local or any other authority be increases from time to time during this lease agreement so as to exceed the amount payable therefore on the commencement date or should a levy or impost not enforce at the commencement date be imposed upon the Lessor at any time thereafter by virtue of it's ownership of the land or the building then the municipal charges payable by the Lessee shall ipso facto be increase from time to time with effect from the date upon which such increases become effective or such new levy or impost becomes payable by a proportion determined in accordance with the ration of the increase or new levy or impost. Any amounts payable by the Lessee in terms hereof shall be paid within 7 (seven) days of delivery to the Lessee of a notice requiring such payment.

4.5 If Lessee fails to make any payment to Lessor on or before the due date, an amount of R500.00 will automatically be added as penalties for late payments.

4.6 Interest at prime plus 3% will be charged on any late payments or part thereof until all outstanding amounts are settled in full.

5. **USE OF PREMISES**

The Lessee shall:

5.1 use the premises only for the purpose of conducting therein the business or activity specified in item 8 of the Lease Agreement and for no other purpose whatsoever;

5.2 keep the premises open for the proper and normal conduct of the Lessee's business at least;

5.2.1 on all permissible business days; and

5.2.2 during normal business hours on those business days;

5.3 carry on its business continually in terms of 5.2 subject only to the Lessee's right to suspend business operations during special occasions when to do so is reasonably appropriate or necessitated by general conditions.

5.4 Under no circumstances will these premises be used as living quarters and/or sleepover facilities.

5.5 Under no circumstances will the facility be used to prepare food other than the use of a microwave oven. No electrical or gas apparatus are allowed except when specified in item 8 of the Lease Agreement.

6. SUB-LETTING, CESSION AND CHANGE IN OWNERSHIP / MEMBERSHIP / SHAREHOLDING / DIRECTORSHIP

The Lessee shall not:

6.1 cede, assign, mortgage, pledge or in any manner deal or purport to deal with any of its rights or obligations under this Lease;

6.2 sub-let the premises or any portion thereof; or

6.3 place anyone else, whether as licensee, agent, occupier, custodia, or otherwise in occupation of the premises or any part thereof on any terms whatsoever for any reason whatsoever without the Lessor's prior written consent, which will not unreasonably be withheld.

7. GENERAL DUTIES OF LESSEE

The Lessee shall:

7.1 not contravene or permit the contravention of any law, by-law or statutory regulation or the provisions of any license or consent relating to or affecting the premises, the occupation thereof or the conduct of the Lessee's business therein;

7.2 not contravene any condition of title that the property may be subject to, any law, by-law or statutory regulation which the Lessor is required to observe by reason of its ownership of the land or the building;

7.3 be deemed to warrant that the information set out in items 2 and 3 of the Lease Agreement is true and correct;

7.4 not be entitled to withhold or delay payment of any monies by the Lessee to the Lessor in terms of this lease by reason of the premises or any part thereof or any services therein being in a defective condition or in a state of disrepair or for any reason whatsoever;

7.5 pay for:

7.5.1 all fluorescent bulbs, starters, globes, ballasts, and incandescent bulbs used in / on the premises;

7.5.2 all electricity, water and gas used by the Lessee in or on the premises as recorded by means of separate meters together with the meter reading charges or in the absence of such separate meters a reasonable charge as determined by the Lessor in or on the premises;

7.5.3 all municipal fees on a pro rata basis – sewerage, sanitary fees, refuse removal fees and special refuse removal fees payable in respect of or attributable to the premises or the business conducted by the Lessee therein.

7.6 be deemed to have accepted the premises as being complete and without any defect therein and shall not after the commencement date be entitled to hold the Lessor responsible for any alleged

defect in existence at the commencement date unless such alleged defect shall have been notified in writing within 14 (fourteen) days after the commencement date to the Lessor;

7.7 have no claim of any nature whatsoever against the Lessor, the agent or employees:

7.7.1 for any interruption in the supply of water, electricity, heating, gas or any other services;

7.7.2 for any accident, injury or damage caused to the Lessee, his servants, employees, directors or invitees caused while entering or in any portion of the premises or the building whether due to negligence of the Lessor, it servants or agents or any other cause whatsoever;

7.7.3 in respect of any damage caused to the Lessee's furniture, stock-in-trade, equipment, installations, books, papers, or other articles kept in the premises;

7.7.4 in respect of any damage or loss caused to or sustained by the Lessee in the premises as a result of water seepage or leakage wherever and howsoever occurring in the building or by rain, hail, lightning or fires as a result of *vis major, casus fortuitus*, or as a result of the Lessor deciding for any reason whatsoever to change the name of the building or by reason of any act or neglect whatsoever on the part of the Lessor, his employees or servants or by reason of the premises or any part thereof being in a defective condition or in a state of disrepair or any particular repair not being affected by the Lessor or for any other cause whatsoever;

7.7.5 by reason of any particular repair for which the Lessor is liable in terms of the Lease not being affected by the Lessor unless the Lessee shall first have advised the Lessor in writing of any such defect and same shall not have been effected by the Lessor within a reasonable time after receipt thereof, in which event the Lessee may effect the necessary repair and recover the reasonable cost thereof;

7.8 Signage

The Lessee shall not be entitled to affix, erect, place or cause to be affixed, erected or placed in or near the premises, any signboards, signs or neon signs or to paint signs on any of the windows or doors of the premises or the building without the Lessor's prior written consent which shall not be unreasonably withheld provided that:

7.8.1 All signage for this premises is subject to specifications of branding.

7.8.2 all costs and expenses required for the erection and installation thereof shall be paid by the Lessee who shall ensure that no damage is done to the building in the process of such erection;

7.8.3 the Lessee shall submit to the Lessor all sketches of the proposed signs for the Lessor's approval, particularly regarding the design, color, size and position thereof;

7.8.4 the Lessee hereby indemnifies and undertakes to hold the Lessor harmless against all damage to person or property arising out of the installation or operation of any such signboards, signs or neon signs and against all claims, costs and expenses of every nature whatsoever made against the Lessor under any circumstances whatsoever as a result of the installation, operation or removal of any sign or any defect therein or as a result of any failure on the part of the Lessee or any of its servants or agents to keep and maintain that sign in good order and condition;

7.8.5 the Lessee shall keep and maintain all such signs in good and proper working order and in a neat, clean and tidy condition at all times and shall comply with and carry out from time to time all the requirements of any competent authority in regard to such signs;

7.8.6 all such signboards, signs or neon signs, shall if so required by the Lessor be removed by the Lessee upon the expiration or earlier termination of this lease and any damage caused to the premises or the building as a result of such removal shall be made good by the Lessee at his expense.

7.9 be entitled with the written approval of the Lessor from time to time to erect in the premises such fixtures and fittings as may be required or necessary for the carrying on of the Lessee's business therein provided that:

7.9.1 such fixtures and fittings shall be in keeping with the general finish of the building;

7.9.2 all such fixtures and fittings shall be removed by the Lessee upon the expiration or earlier termination of this lease;

7.9.3 any damage caused to the premises as a result of such removal shall be made good by the Lessee at its expense.

7.10 not save insofar as may be reasonably necessary for the proper conduct of the Lessee's business drive or permit to be driven into the floors, walls or ceiling of the premises any nails, plugs or screws nor in any manner whatsoever do or permit anything to be done that may or may be calculated to damage the walls, floors, ceilings, or any other art of the premises or the building;

7.11 not change or interfere in any way with the electrical, plumbing or sewerage installations in the premises at the commencement date without the Lessor's prior written consent;

7.12 keep and maintain at its cost the interior of the premises, including the paint therein, and all electrical, drainage, sanitary and other equipment, fittings and works therein and all shop fronts, plate glass and windows in good order and condition, fair wear and tear alone excepted, excepting in respect of such paint (i.e. the Lessee shall maintain the interior paint)

7.13 The tenant will service the air conditioner. All maintenance cost will be for the Lessee's account. inter alia, pumps, compressors, motors, pc-boards and safety sensors.

7.14 use his best endeavors to prevent any blockage or obstruction of any sewerage or water pipes or drains in or used in connection with the premises and remove at his best any such blockage or obstruction which occurs in the premises;

7.15 not be entitled to install any air conditioning units or apparatus in the premises without the Lessor's prior written consent and then only on such conditions as the Lessor in his sole discretion may impose in granting such consent, if any;

7.16 not keep or do or permit to be kept or done in the premises anything which in terms of any of the conditions of any insurance policy held from time to time by the Lessor in respect of the premises or the building may not be kept or done therein or which will or may increase the rate of premium payable in respect of any such insurance policy provided that –

7.16.1 the foregoing shall not apply in respect of a reasonable quantity not exceeding 20/25 liters of cleaning material necessary for the conduct of the Lessee's business in the premises;

7.16.2 should the Lessor obtain at the Lessee's request an amendment of any such policy to permit the keeping of any particular articles in or upon the premises by the Lessee and should any additional premium become payable as a result of that amendment such additional premium shall be paid by the Lessee to the Lessor at least seven days prior to the date on which same becomes payable by the Lessor each year in terms of the said policy;

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7.17 not do or permit anything to be done which renders or may render void or voidable any insurance policy held from time to time by the Lessor in respect of the premises or the building or any part thereof;

7.18 not make:

7.18.1 any alteration or additions of any nature whatsoever to the exterior;

7.18.2 any structural alterations or additions to the interior of the premises without the Lessor's prior written consent;

7.19 not make any non-structural alterations or additions to the interior of the premises without the Lessor's prior written consent, which shall not be unreasonably withheld provided that if such consent is given then upon the expiration or earlier termination of this lease;

7.19.1 if the Lessee is required to do so by the Lessor in writing within thirty days after that expiration or termination the Lessee shall at his cost remove that alteration or addition and reinstate the premises or part thereof in question to its same condition, fair wear and tear excepted prior to the carrying out of that alteration or addition;

7.19.2 if the Lessor does not exercise its right in terms of 7.18.1 that addition or alteration shall not be removed by the Lessee but shall become the Lessor's property and no compensation therefore shall be payable by the Lessor;

7.20 not store or leave or permit the storage or leaving of any goods outside the leased premises excepting advertising "sandwich" boards;

7.21 not do or permit any matter or thing in the conduct of his business which may cause a disturbance, nuisance or annoyance to the Lessor or any other tenants or occupiers of the building;

7.22 conduct his business in strict accordance with all municipal by-laws, regulation or statutes and conduct any liquor license business in strict accordance with the liquor laws of the Republic of south Africa;

7.23 keep the premises and the immediate surrounds thereof in a clean and sanitary condition and not permit the accumulation of any objectionable matter in or about the premises or cause any noxious odors to emanate from the premises;

7.24 not bring into or place any safe or other heavy article in the premises of the building without the Lessor's prior written consent, which shall not be unreasonably withheld and provided that the Lessee shall at his expenses make good any damage to the premises or to the building brought about by the bringing of that safe or other heavy article into the premises or the removal of same there from;

7.25 in the event of the premises being damaged by reason of burglary or forcible entry be obliged to forthwith make good such damage to the premises;

7.26 provide his own cleaning services in respect of the premises to the reasonable satisfaction of the Lessor;

7.27 be obliged to insure and keep insured all plate glass, shop fronts and windows in the premises with such company and for such risks as the Lessor may nominate and to punctually pay all premiums in respect of such insurance on the due date thereof and shall on request by the Lessor produce proof of such payment from time to time. Alternatively, and in its discretion the Lessor shall be entitled to effect such insurance in its own name in which event the Lessee shall be obliged to refund to the Lessor forthwith and on demand therefore the amount of all premiums from time to time paid by the Lessor in respect of such insurance;

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7.28 in the conduct of his business at all times avoid and prevent the creation of any excessive smells or obnoxious odor or any nuisance, act or deed which will tend to disturb the peaceful enjoyment and occupation of the remaining tenants of the building. The Lessee shall notwithstanding the provisions of 12.1 remedy any such matter within twenty-four hours after oral or written demand is made by the Lessor through any of its trustees or officers or through the agent or any other duly authorized person;

7.29 not to be entitled to the exclusive use of himself, his servants, employees or nominees at any time of the yard, lavatories and other conveniences contained in the building or on the land, but the Lessee shall have the right of reasonable joint use of the same having regard to the rights of other Lessees in this respect and the Lessee undertakes that his employees will use such areas in accordance with any laws, by-laws or regulations applicable thereto from time to time. .

7.30 Supply and Maintenance of fire extinguishers

7.30.1 It is expected of the lessee to maintain all supplied fire extinguishers, which includes a yearly service by a registered company approved by the Lessor.

7.30.2 Should the Lessee fail to adhere to the above, the Lessor will appoint a supplier to issue and maintain such equipment on behalf of the lessee for the Lessee's account.

7.30.3 Should the Lessee require extra fire extinguishing equipment besides those supplied by the Lessor such additional equipment will be for the Lessee's account and maintenance of such equipment will also be for the Lessee's account.

7.30.4 The above is a legal requirement from the Municipality.

7.30.5 An external audit will be conducted annually by Lessor's insurance company to confirm compliance.

7.31 Condition of Premises at Termination or Expiry

7.31.1 In case of either early termination or expiry of this agreement the premises and interior thereof the will be handed back to the Lessor in the same condition in which it was received.

7.31.2 All walls to be painted white and any holes repaired.

7.31.3 All floors to be in good condition.

7.31.4 Electrical installation to be in the same condition as received.

7.31.5 The interior of the premises will be inspected by the Lessor and accepted if the above conditions have been fulfilled in full.

8. SURETYSHIP

The person/s named in Item 11 of the Lease Agreement or if not specified, the directors and shareholders or members in their personal capacity, do hereby bind themselves jointly and severally *in solidum* and as co-principal debtors for all and sundry the Lessee's obligations in terms of this agreement of lease.

SIGN

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9. DAMAGE, DESTRUCTION, RENOVATION OR ALTERATION OF PREMISES

9.1 Should the premises be destroyed or damaged to any extent which prevents the Lessee from having beneficial occupation of at least sixty percent of the area of the premises then:

9.1.1 the Lessee shall have no claim of any nature whatsoever against the Lessor as a result thereof; and

9.1.2 the Lessor shall be entitled to determine within one month after such destruction or damage whether or not this lease shall be cancelled and shall notify the lessee of its decision provided that should the Lessor not notify the Lessee within the said period as aforesaid it shall be deemed to have elected to cancel the lease.

9.2 Should the Lessor elect or be deemed to have elected to cancel this lease the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of such cancellation.

9.3 Should the Lessor elect not to cancel this lease then:

9.3.1 the Lessor shall at its cost reinstate the premises as quickly as is possible in the circumstances as nearly as is possible to their previous condition;

9.3.2 the Lessee shall not be liable for any rent for so long as he is deprived of beneficial occupation of at least sixty percent of the area of the premises;

9.3.3 should the Lessee be given beneficial occupation from time to time of any part of the premises he shall make payment of the rental therefore on a pro rata basis;

9.3.4 the period of this lease shall be extended by the period during which the Lessee is deprived of beneficial occupation of the whole of the premises.

9.5 Should any part of the premises in extent less than sixty percent of the area thereof, be destroyed or damaged by any cause whatsoever then:

9.5.1 this lease shall not be cancelled;

9.5.2 the rental payable by the Lessee shall be reduced pro rata to the extent to which he is deprived of beneficial occupation of that part of the premises;

9.5.3 the Lessor shall at its cost repair the damage to the destroyed portion of the premises as quickly as possible in the circumstances and as nearly as is possible to the previous condition;

9.5.4 the Lessee shall have no claim of any nature whatsoever against the Lessor as a result of the said destruction or damage from whatsoever cause rising.

10. LESSOR'S RIGHTS AND OBLIGATIONS

The Lessor shall:

10.1 be entitled at any time for the purpose of repairing, improving, altering or adding to the building or land:

10.1.1 to erect at, near or in front of any part of the premises:

10.1.1.1 the building equipment required for the carrying out of work and

10.1.1.2 such other equipment or devices as may be required by law of which the Lessor's architect considers reasonably necessary for the protection of any person or property against injury arising out of that work;

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10.1.2 to such right of access to the premises as is reasonably necessary for the carrying out of that work.

10.2 in exercising its rights in terms of 10.1 – the Lessor shall:

10.2.1 not unnecessarily or unreasonably interfere with the carrying on of the Lessee's business in the premises or access thereto during the execution of that work and shall so site the building and other equipment so as to interfere as little as possible with the conduct of the Lessee's business in the premises and to obstruct the access thereto and the windows thereof in the least possible manner;

10.2.2 carry out such work as quickly as possible in the circumstances;

10.2.3 not be responsible for any loss or damage to person or property arising out of the execution of that work;

10.2.4 not be liable to the Lessee for or in respect of loss of beneficial occupation, loss of profits or otherwise arising out of the execution of that work.

10.3 be entitled to carry out any repairs, additions or alterations to the premises which the Lessor may be required from time to time to carry out by any competent authority and if same shall have been necessitated by any act of default on the part of the Lessee or by virtue of the nature of the Lessee's business to recover the cost thereof forthwith from the Lessee;

10.4 not be deemed to have warranted or represented to the Lessee that the premises is fit for the purpose for which it will be occupied by the Lessee or that the Lessee will obtain any licenses, permits or authorities required for the carrying on therein of the Lessee's business or that any license, permit or authority will be renewed from time to time;

10.5 be entitled to affix to and show on the windows of the premises or elsewhere thereon "to let" notices during the period of six months immediately preceding the expiration of this lease;

10.6 be entitled at any time during the currency of this lease and in its sole discretion to change the name of the building;

10.7 be entitled to inspect the premises at all reasonable times either in person or through any authorized agent or representative;

10.8 be entitled to exhibit on behalf of any subsequent Lessee of the premises any notices required in connection with any application for a license to carry on a business in the premises during the period of two months preceding the expiration of this lease;

10.9 not be under any obligation to make any repairs, maintenance or alterations of any nature to the premises, to comply with the requirements of any licensing authority, health official, factories inspector or official, fire inspector or any other official or authority but shall not unreasonably withhold consent to the carrying out by the Lessee at his expense any such word, maintenance, alterations or repairs provided that the Lessor shall be entitled to require same to be effected by a builder or with the approval of or under the supervision of an architect nominated by the Lessor, and the Lessee shall not be entitled to any compensation for any work or improvements effected by him in terms of this clause;

10.10 not be obliged to provide any, security or cleaning services in the premises rented by the Lessee.

10.11 not be obliged to provide any air conditioning unless agreed upon in writing per special condition.

10.12 keep and maintain the exterior excluding plate glass, windows, window-panes, floors and ceiling of the premises in good order and condition, fair wear and tear excepted;

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10.13 have the right from time to time to make, vary, amend or add to regulations governing the relationship between tenants of the building and the conduct of the Lessee's business with regards to:

10.13.1 joint facilities in the building or on the land;

10.13.2 any other joint facilities which may exist in the building;

10.13.3 the typical use of joint, common or open areas within the building or on the land;

10.13.4 parking and deliveries;

10.13.5 any other matter relevant to the administration and functioning of the building, and the Lessee hereby undertakes to observe the said regulations from time to time in force as if such regulations were in terms of this lease which shall be binding on the Lessee on receipt of the written notice thereof by him.

11. BREACH OF LEASE

11.1 Should the Lessee:

11.1.1 fail to pay any amount due by the Lessee in terms of this lease on the due date thereof or commit any breach of any other term of this lease and fail to remedy such other breach within a period of 14 (fourteen) days of the giving of written notice to that effect to the Lessee by the Lessor; or

11.1.2 consistently breach any one or more of the terms of this lease in such manner as to justify the Lessor in holding that the Lessee's conduct is inconsistent with the Lessee's intention or ability to carry out the terms of this lease;

11.1.3 permit or allow or have a default or consent judgment entered against him and fail to satisfy or note an appeal against same within 14 (fourteen) days of same coming to his notice;

Then and in any of such events the Lessor shall be entitled, without prejudice and in addition, to all other rights available to the Lessor by law; to forthwith cancel this lease provided that:

11.1.3.1 should the other breach referred to in 11.1.1 be one which is not reasonably capable of being remedied within the said period of 14 (fourteen) days, the Lessee shall be allowed such additional period as is reasonably required therefore, and

11.1.3.2 should two such notices referred to in 11.1.1 have been given to the Lessee within any calendar year be entitled to exercise its rights in terms of this clause forthwith and without any further notice to the Lessee.

11.1.4 Should the Lessor cancel this lease and the Lessee dispute the Lessor's right to do so and remain in occupation of the premises then the Lessee shall pending the determination of the dispute, continue to pay all amounts due by him in terms of this lease on the due dates thereof and the Lessor shall be entitled to recover, sue for and accept those payments without prejudice to and without in any manner whatsoever affecting the Lessor's claim to cancellation of this lease or of any other nature whatsoever.

11.1.5 Should the dispute between the Lessor and the Lessee be determined in favor of the Lessor the payments made to the Lessor in terms of 12.4 shall be regarded as amounts paid by the Lessee due to the loss sustained by the Lessor as a result of the holding over by the Lessee of the premises.

11.2 In event of the Lessee failing to pay rental as contemplated in clause 11.1.1 above and the Lessor canceling this lease agreement in consequence thereof, then and in such an event and

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notwithstanding anything to the contrary herein contained, the total amount of rental for the remaining duration of the lease shall become immediately due and payable by the Lessee to the Lessor.

11.3 In the event of the Lessor deeming it necessary to instruct its attorney due to any breach of any term or condition of this lease agreement then the Lessee acknowledges itself to be liable for all the Lessor's legal costs including such costs on an attorney/client scale.

~~12. EARLY TERMINATION IN TERMS OF CONSUMER PROTECTION ACT~~

~~12.1 Should this lease qualify to fall under the jurisdiction of the Consumer Protection Act, only in that case, the Tenant is entitled to cancel the lease agreement by giving 30 business days' notice to the Landlord in terms of section 14 of the Consumer Protection Act.~~

~~12.2 The Tenant herby agrees to a Early Termination Penalty of 10% of the outstanding rental value for the remaining period of the lease as a reasonable cancellation penalty.~~

~~12.3 Notice of such Early Termination should be given in writing in accordance with the Consumer Protection Act. Notice not given in writing will not constitute a Notice of Early Termination.~~

13. ACKNOWLEDGEMENT

13.1 It is the responsibility of the Lessee to ensure that where additional fire extinguishing equipment is required by law that such sufficient fire extinguishers are present on the Premises and is maintained in efficient working order.

13.2 All appurtenances, fire extinguishers, air-conditioners, electrical fittings and equipment and the like in the premises shall be considered part of the interior of the Premises and shall be maintained, replaced and serviced, at least once a year, by the Lessee at its sole cost and expense.

14. LOADING OF GOODS AND LESSEES PARKING INSTRUCTIONS

14.1 All delivery, loading and unloading of goods, merchandise, supplies and fixtures to and from the premises shall be done only at such times in the areas and through the entrances designated for that purpose by the Lessor and shall be subject to such rules and regulations as in the discretion of the Lessor are necessary for the proper administration of the premises, the land or the building.

14.2 The Lessee shall ensure that its vehicle and those of its members / employees / agents shall not obstruct the free flow of traffic, the entrances or exits of the driveway(s) or the pedestrian entrances, the land or the building.

14.3 The Lessee shall not cause or permit its vehicle or those of its members, employees or agents to be parked in the parking areas or the driveways.

14.4 No obstruction shall be placed or permitted to be placed by the Lessee in or on the said parking areas or driveways which may interfere with the use thereof by the public in general.

14.5 In respect of the delivery, loading or unloading of goods and parking the Lessee hereby indemnifies the Lessor and holds it harmless against any claim by the Lessee in respect of damages to or loss of property or personal injury or arising from any other cause of action whatsoever, and whether occasioned by the negligence of the Lessor or otherwise in respect of any and all persons claiming through the Lessee and all vehicles of the Lessee admitted to the parking areas of the land which admission shall be solely at the risk of the Lessee.

15. COMMUNAL CONVENIENCES AND SERVICES

15.1 The tenant or his directors, members, employees, clients, servants, invitees and visitors (hereinafter called invites) together with the other tenants of the property, may use the toilet conveniences, loading zones, kitchens, malls and passages, service corridors, staircases and other conveniences which are indicated by the Lessor for common use.

15.2 The Lessee shall comply with any reasonable rules laid down from time to time by the Lessor for the use of the conveniences and shall take all reasonable steps to prevent his invitees from breaking such rules.

15.3 Should there be an interruption in any of the common services or facilities or should any such service and convenience or equipment become unusable, the Lessee may not reduce the rental, or withhold or defer payments of rental, or terminate the lease.

15.4 Common areas such as, inter alia, the backyard, loading zones, passages, malls and service corridors shall not be used by the Lessee for storage, display of sale of goods, supplying of services, the parking of vehicles or for any other purposes not permitted by the Lessor. The Lessee shall take all reasonable steps to ensure that the common areas shall not be misused by his invitees in any way.

15.5 No goods, packing cases, furniture, safes or other such furniture may be taken onto the passages and corridors of the property without the prior consent of the Lessor. No vehicles of whatever nature may be brought through any of the entrances of the property, except through vehicle entrances.

15.6 The Lessee shall ensure that the common areas and facilities are not used as eating-places or general resting places by his employees or other people and he shall do everything reasonably possible to prevent his invites from misusing the areas and facilities in any other way.

15.7 Common conveniences and facilities are used at own risk, and the landlord shall not be liable for any injury to the Lessee or for any damage or loss, however caused.

15.8 As electricity consumption is part of this lease the Lessee acknowledge that the Lessor may cut off the power supply to the premises as a result of nonpayment or a breach of the Lease Agreement as referred to in clause 11 above.

16. GENERAL

16.1 The Lessor chooses *domicilium citandi et executandi* for all purposes of this lease at the address referred to in clause 1 of the Lease Agreement and the Lessee chooses *domicilium citandi et executandi* at the premises. All notices required to be addressed to the Lessor or to the Lessee in terms of this lease shall be sent by prepaid registered post or delivered by hand and the parties shall be entitled to change their domicilium by written notice to the other which changes shall only take effect on receipt of such notice by the other party.

16.2 This lease constitutes the entire agreement between the parties and no representations, warranties or undertakings not contained or recorded herein shall be of any force of effect. No alteration or variation of the terms of this lease or any alleged cancellation by mutual consent shall be of any force or effect unless reduced to writing and signed by the Lessor and the Lessee or any person duly authorized thereto in writing by them.

16.3 An amount of R500 will be charged to the Lessee as the cost of drawing up this lease agreement.

16.4 No relaxation which the Lessor may show at any time in regard to the carrying out of any of the Lessee's obligations in terms of this lease shall prejudice any of the Lessor's rights under this lease in any manner whatsoever or be regarded as a waiver of any of the Lessor's rights in terms of this lease.

DEED OF SURETYSHIP TO:

GILOFRAN TRUST

IT NR: 883/94

(hereinafter referred to collectively and individually as "The Creditor(s)")

1. SURETYSHIP

I, the undersigned, David Scholtz

Identity number: 7305125148086

my *domicillium citandi et executandi* (address nominated where legal notices may be sent) being.

63 York Street

do hereby bind myself, as surety and co-principal debtor to and in favour of: **GILOFRAN TRUST** (hereinafter referred to collectively and individually as "The Creditor(s)") for and on behalf of:

LSM

(full name(s) and surname / company name / or trading name)

Identity Number/Registration Number: 2005/008352/07

(hereinafter referred to collectively and individually as "The DEBTOR")

I hereby bind myself to The Creditor as sureties, jointly and severally, the one to pay the other to be absolved, as surety and co-principal debtor *in solidum* with each and every other surety for the due payment by The DEBTOR, which consist of the outstanding claim amount of arrears rental, interest and costs, whether now due, owing and payable in respect of arrears rental, or which may in the future become due, owing and payable in respect of such additional rental which may become due and payable by The DEBTOR to The Creditor and in respect of any cause of indebtedness, to the amount of R 64427.10 ( )

2. EXTENTION OF TIME OR INDULGENCE

No extension of time or indulgence for the payment of any amount owing by The DEBTOR to The Creditor, whether granted before or after the due date for payment has arrived, in respect of any rental amount due by The Creditor to The DEBTOR shall, in any way, discharge or release me from liability in terms hereof.

3. LIABILITY NOT TO BE CONDITIONAL

I acknowledge that my liability, in terms hereof, shall not be conditional upon my prior consent being obtained to any purchase made by The DEBTOR and I shall not be entitled to any default on the part of The DEBTOR.

4. RENUNCIATION OF LEGAL RIGHTS

I hereby renounce each and every benefit which might otherwise be available to me against The Creditor and in particular the *beneficium ordinis seau excussionis* (the benefit of *excussion*; the right of a surety being sued to compel the suing creditor to sue the principal first) and the *beneficium divisionis* (the benefit of division; the right of a surety sue by a creditor to compel the creditor also to sue the co-sureties) with the nature, force and effect of which I acknowledge myself to be fully acquainted.

THUS SIGNED AT George ON THIS THE 29TH DAY OF September 2023.

AS WITNESSES:

1.

2.

David Scholtz

PRINT NAME

SURETY AND CO-PRINCIPAL DEBTOR

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DEED OF SURETYSHIP TO:

GILOFRAN TRUST

IT NR: 883/94

(hereinafter referred to collectively and individually as "The Creditor(s)")

1 SURETYSHIP

I, the undersigned, Clifford Yon

Identity number: 7403045112082

my *domicillium citandi et executandi* (address nominated where legal notices may be sent) being,

63 York Street George.

do hereby bind myself, as surety and co-principal debtor to and in favour of: **GILOFRAN TRUST** (hereinafter referred to collectively and individually as "The Creditor(s)") for and on behalf of:

LSM

(full name(s) and surname / company name / or trading name)

Identity Number/Registration Number: 2005/008352/07

(hereinafter referred to collectively and individually as "The DEBTOR")

I hereby bind myself to The Creditor as sureties, jointly and severally, the one to pay the other to be absolved, as surety and co-principal debtor *in solidum* with each and every other surety for the due payment by The DEBTOR, which consist of the outstanding claim amount of arrears rental, interest and costs, whether now due, owing and payable in respect of arrears rental, or which may in the future become due, owing and payable in respect of such additional rental which may become due and payable by The DEBTOR to The Creditor and in respect of any cause of indebtedness.

2. EXTENTION OF TIME OR INDULGENCE

No extension of time or indulgence for the payment of any amount owing by The DEBTOR to The Creditor, whether granted before or after the due date for payment has arrived, in respect of any rental amount due by The Creditor to The DEBTOR shall, in any way, discharge or release me from liability in terms hereof.

3. LIABILITY NOT TO BE CONDITIONAL

I acknowledge that my liability, in terms hereof, shall not be conditional upon my prior consent being obtained to any purchase made by The DEBTOR and I shall not be entitled to any default on the part of The DEBTOR.

4. RENUNCIATION OF LEGAL RIGHTS

I hereby renounce each and every benefit which might otherwise be available to me against The Creditor and in particular the *beneficium ordinis seau excussionis* (the benefit of *excussion*, the right of a surety being sued to compel the suing creditor to sue the principal first) and the *beneficium divisionis* (the benefit of division; the right of a surety sue by a creditor to compel the creditor also to sue the co-sureties) with the nature, force and effect of which I acknowledge myself to be fully acquainted.

THUS SIGNED AT George ON THIS THE 02nd DAY OF October 2023

AS WITNESSES:

1.

2.

Clifford Yon.

PRINT NAME

SURETY AND CO-PRINCIPAL DEBTOR

South African Revenue Service

TAX COMPLIANCE STATUS

PIN Issued

I.S.M.
PRIVATE BAG X6544
GEORGE
6530

Enquiries should be addressed to SARS:

Contact Details

SARS
Alberton
1528

Contact Centre Tel: 0800 00 7277
SARS website: www.sars.gov.za

Details

Taxpayer Reference Number: 9121896154

Always quote this reference number when contacting SARS

Issue Date: 2025/10/21

Dear Taxpayer

TAX COMPLIANCE STATUS PIN ISSUED

The South African Revenue Service (SARS) has issued your tax compliance status (TCS) PIN as indicated below:

TCS Details	
Taxpayer Name	Juvirion Systems (Pty) Ltd
Trading Name	I.S.M.
Taxpayer Reference Number(s)	IT - 9121896154 Vat - 4260223211 PAYE - 7910757718
Purpose of Request	Good Standing
Request Reference Number	0006816646GS2110251113201
PIN	D787GA821Y
PIN Expiry Date	21/10/2026

You may authorise a third party to view your TCS by providing them the PIN. The PIN only allows the third party access to your TCS. All your other tax information remains secure.

Your TCS displayed is based on your compliance as at the date and time the PIN is used.

You may cancel this PIN at any time before the expiry date reflected above. Once cancelled, a third party will not be able to verify your TCS.

SARS reserves the right to cancel the TCS application and associated PIN in the event that it was issued in error or provided on the basis of fraud, misrepresentation or non-disclosure of material facts.

More details regarding our channels, office hours, services, tailored information regarding tax as well as a comprehensive FAQ repository are available on the SARS website: www.sars.gov.za

We value your support and contribution to our country's economy and prosperity. We strive to ensure that you clearly understand what is expected from you, as well as what your rights as a taxpayer are.

Sincerely

ISSUED ON BEHALF OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:
04 May 2026 08:31:42.569 AM
Report Ran By:
carisha@hessequa.gov.za

CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0003525	Have Bank Account	Yes
Is supplier active?	Yes	Total annual turnover	More than R10 million and less than R50 million
Allow associates?	Yes	Financial year start date	01 Sep 2005 00:00:00:000
Supplier type	CIPC Company	Registration date	02 Feb 2005 00:00:00:000
Supplier sub-type	Private Company (Pty)(Ltd)	Created by	clinton@ism-sa.co.za
Legal name	JUVINON SYSTEMS	Created date	25 Sep 2015 13:29:58:000
Trading name	ISM	Edit by	csd.reverifybatch@treasury.gov.za
Identification type	South African Company/Close Corporation Registration Number	Edit date	13 Feb 2026 09:21:48:007
Government breakdown	Private Companies (Pty) (Ltd)	Restricted Supplier	No
Business status	In Business	Restricted Director	No
Country of origin	South Africa	Government Employee	No
South African company/CC registration number	2005/003052/07		

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Information and communication		
		Core industry	Information service activities
Division	Information service activities	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1

Contact type	Bid Office	Cellphone number	082 346 5909
Is this your preferred Contact?	Yes	Do you want this contact to also be a CSD user ?	Yes
Name(s)	Clinton	Created by	clinton@ism-sa.co.za
Surname	Yon	Created date	25 Sep 2015 13:15:19:000
Identification type	South African Identification Number	Edit by	csd.datafix@treasury.gov.za
Prefer communication via email	Yes	Edit date	24 Oct 2024 13:12:31:097
Email address	clinton@ism-sa.co.za		

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CSD REGISTRATION REPORT

CONTACT 2

Contact type	Bid Office	Email address	marius@ism-sa.co.za
Is this your preferred Contact?	No	Telephone number	0448841443
Name(s)	Marius	Cellphone number	082 562 1662
Surname	Joubert	Fax number	0866226500
Identification type	South African Identification Number	Website address	http://www.ism-sa.co.za
Prefer communication via email	Yes	Do you want this contact to also be a CSD user ?	No
Prefer communication via telephone	Yes	Created by	clinton@ism-sa.co.za
		Created date	25 Sep 2015 13:19:31:000
		Edit by	clinton@ism-sa.co.za
		Edit date	08 May 2017 16:15:32:000

CONTACT 3

Contact type	Bid Office	Cellphone number	083 456 8752
Is this your preferred Contact?	No	Do you want this contact to also be a CSD user ?	No
Name(s)	David	Created by	clinton@ism-sa.co.za
Surname	Scholtz	Created date	08 May 2017 16:16:34:983
Identification type	South African Identification Number	Edit by	clinton@ism-sa.co.za
Prefer communication via email	Yes	Edit date	08 May 2017 16:16:34:983
Email address	david@ism-sa.co.za		
Telephone number	0448841443		

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Ward Number	19
Address line 1	63 York Street	Country	South Africa
Address line 2	George	This address S/A postal	Yes
Suburb	George Central	Created by	clinton@ism-sa.co.za
Province	Western Cape	Created date	25 Sep 2015 13:29:59:053
Municipality	George	Edit by	clinton@ism-sa.co.za
City	George	Edit date	24 Oct 2024 13:12:30:907

CSD REGISTRATION REPORT

Postal code	6529

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1

Account type	Current Accounts	Created by	clinton@ism-sa.co.za
Bank	STANDARD BANK OF SOUTH AFRICA	Created date	25 Sep 2015 13:23:00:000
Branch number	050214	Edit by	csd.safetynetbatch@treasury.gov.za
Branch name	GEORGE	Edit date	15 Apr 2016 19:58:55:913
Account number	082904936	Bank Verification Status	Verification Succeeded
Account holder	Juvinon Systems (Pty) Ltd T/A ISM	Foreign Bank Account	No
Is this a preferred account?	Yes	Is the identifier linked at the bank	Yes
Active start date	25 Sep 2015 13:23:00:000	Is this a Shared Funding Account	No

TAX INFORMATION

Income tax number	9121896154	Overall Tax Status	Tax Compliant
VAT number	4260223211	Created by	clinton@ism-sa.co.za
Is this supplier a VAT vendor?	Yes	Created date	25 Sep 2015 13:29:58:000
Are you Registered with SARS?	Yes	Edit by	csd.reverifybatch@treasury.gov.za
Last validation date	04 May 2026 08:31:00:000	Edit date	13 Feb 2026 09:21:48:000
Would you like to receive notifications?	Yes		

B-BBEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	AMAX BEE Verifications (Pty) Ltd
Sector charter	Information and communication technology (ICT)	% Owned by black people	0.00
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	0.00
B-BBEE certificate number	01/B-BBEE/2019/00749/QSE	% Owned by black people who are youth	0.00

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:
04 May 2026 08:31:42.607 AM
Report Ran By:
carisha@hessequa.gov.za

CSD REGISTRATION REPORT

B-BBEE certificate isue date	13 Aug 2021 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate isue expiry date	12 Aug 2022 00:00:00:000	% Owned by black who are unemployed	0.00
Value adding supplier or empowering supplier	Yes	% Owned by black people living in rural or underdeveloped areas	0.00
Verification Status	Manual Verification Required		
Created by	clinton@ism-sa.co.za	Edit date	12 Aug 2022 00:00:02:960
Created date	08 May 2017 16:16:35:703	Status	Expired
Edit by	csd.reverifybatch@treasury.gov.za		

OWNERSHIP INFORMATION

CSD can only verify the youth category of persons for South African citizens. It is the responsibility of an organ of state supply chain practitioner to obtain supporting documentation to verify the ownership information of this supplier.

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
CLINTON WAYNE YON	7403045112082	Yes	White	Male	37.50%	No	No	No	No	No
DAVID HERCULAAS SCHOLTZ	7305125148086	Yes	White	Male	37.50%	No	No	No	No	No
DEON ATHOL DE WAAL	6710025028083	Yes	White	Male	25.00%	No	No	No	No	No
Total					100.00%					

CATEGORY OF PERSONS BASED ON OWNERSHIP

Owned by people	100.00%

DIRECTORS /MEMBERS / OWNERS INFORMATION

DIRECTOR/MEMBER 1

Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	CLINTON WAYNE	Owner person with disabilities	No
Surname	YON	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	05 Sep 2017 14:47:48:000
South African identification number	7403045112082	Edit by	clinton@ism-sa.co.za
Work permit	0000000	Edit date	24 Oct 2024 13:12:30:000

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CSD REGISTRATION REPORT

Appointment date	19 Jan 2006 00:00:00:000	Restricted Director	No
Email address	CLINTON@ISM-SA.CO.ZA	Restriction Last Verification Date	04 May 2026 08:31:29:393
Cellphone number	0823465909	Government Employee	No
Owner	Yes	Government Employee Last Verification Date	04 May 2026 08:31:29:143
Ownership %	37.50%	SA identification number Verified	Yes
Living areas of owner	Eden - [Garden Route], Eden George - [Removed]	SA identification number verification date	04 May 2026 08:31:29:283
Owner's ethnic group	White	Ownership verification status	Verified by CIPC
		Ownership last verification date	01 Jan 1900 00:00:00:000
		Companies involved in	MAAA0707548;

DIRECTOR/MEMBER 2

Director type	Director,Owner	Owner youth	No
Director status	Active	Owner person with disabilities	No
Name(s)	DAVID HERCULAAS	Owner military veteran	No
Surname	SCHOLTZ	Created by	csd.reverifybatch@treasury.gov.za
Country	South Africa	Created date	05 Sep 2017 14:47:48:000
Identification type	South African Identification Number	Edit by	clinton@ism-sa.co.za
South African identification number	7305125148086	Edit date	24 Oct 2024 13:12:30:000
Work permit	0000000	Restricted Director	No
Appointment date	28 Sep 2016 00:00:00:000	Restriction Last Verification Date	04 May 2026 08:31:29:407
Email address	DAVID@ISM-SA.CO.ZA	Government Employee	No
Cellphone number	0834568752	Government Employee Last Verification Date	04 May 2026 08:31:29:157
Owner	Yes	SA identification number Verified	Yes
Ownership %	37.50%	SA identification number verification date	04 May 2026 08:31:29:313
Living areas of owner	Eden - [Garden Route], Eden George - [Removed]	Ownership verification status	Verified by CIPC
Owner's ethnic group	White	Ownership last verification date	01 Jan 1900 00:00:00:000
Owner's gender	Male	Companies involved in	MAAA0707548;

DIRECTOR/MEMBER 3

Director type	Owner	Owner person with disabilities	No
Director status	Active	Owner military veteran	No

CENTRAL SUPPLIER DATABASE FOR GOVERNMENT

Report Date:
04 May 2026 08:31:42.626 AM
Report Ran By:
carisha@hessequa.gov.za

CSD REGISTRATION REPORT

Name(s)	DEON ATHOL	Created by	clinton@ism-sa.co.za
Surname	DE WAAL	Created date	08 May 2017 15:05:37:000
Country	South Africa	Edit by	clinton@ism-sa.co.za
Identification type	South African Identification Number	Edit date	08 May 2017 15:05:37:000
South African identification number	6710025028083	Restricted Director	No
Appointment date	08 May 2017 00:00:00:000	Restriction Last Verification Date	04 May 2026 08:31:29:407
Email address	clinton@ism-sa.co.za	Government Employee	No
Cellphone number	082 346 5909	Government Employee Last Verification Date	04 May 2026 08:31:29:173
Owner	Yes	SA identification number Verified	Yes
Ownership %	25.00%	SA identification number verification date	04 May 2026 08:31:29:347
Living areas of owner	Eden - [Garden Route], Eden George - [Removed]	Ownership verification status	Verified by CIPC
Owner's ethnic group	White	Ownership last verification date	01 Jan 1900 00:00:00:000
Owner's gender	Male		
Owner youth	No		

Tips and Frequently Asked Questions (FAQ)

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National Treasury
REPUBLIC OF SOUTH AFRICA

CSD REGISTRATION REPORT

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.
The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status
For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: What should a supplier do if the tax status on CSD difference from the tax clearance certificate?

Tax Compliance Expiry Date
For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: How does CSD determine the tax compliance expiry date?

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC, how can I rectify this?

State Employee

For more information pertaining to government employment status click here: Will there be verification done to identify if a supplier is a government employee?

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.

RESTRICTION

***Restricted Supplier** - A supplier is restricted by using the identification number of the entity e.g. CIPC registration -, trust -, Social Development non-profit -, South African ID -, Foreign company registration number or ID number. If there is more than one CSD Supplier profile registered on CSD with the same entity identification number, all those related supplier profiles will be restricted.*

***Restricted Director** – A director/owner is an individual person and is restricted by using the South African ID or Foreign ID number. If a director belongs to different companies and has been restricted, the director will reflect as restricted in all companies where identification number is detected.*

Restricted Suppliers & Directors are listed on CSD under Help – Am I restricted?

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.

CSD REGISTRATION REPORT

Print Date: 5/4/2026 8:31:42 AM

Adele De Lange

From: Carisha Prins
Sent: Friday, 17 April 2026 08:28
To: 'lourens@virtualize-ltd.co.za'
Subject: RFQ 92753 - The supply and delivery of laptops under SITA RFB740
Attachments: RFQ 92753 - RFB740 - THE SUPPLY AND DELIVERY OF LAPTOPS.pdf

Good day sir/madam,

Please find herewith attached request for quotation. The following documentation should be submitted with the completed RFQ document:

1. Valid and certified B-BBEE certificate
2. Certified municipal accounts of the business premises and all the directors/members/owners not older than three months

The request for the municipal accounts are requested in terms of Municipal Supply Chain Management Regulation 38(1)(d)(*i*) - A supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer-

(d) to reject any bid/quote from a bidder/quotation-

(*i*) if any municipal rates and taxes or municipal service charges owed by that bidder/quotationer or any of its directors to the municipality or municipal entity, are in arrears for more than three months

Regards

Carisha Prins
SCM Practitioner: Procurement Management
Directorate: Financial Services
+27 (0) 28 713 7974 (Direct) / +27 (0) 28 713 8000 (Office)
carisha@hessequa.gov.za
hessequa.gov.za / www.explorersgardenroute.co.za
ABSA Building, Corner of Church and Dickson Street, Riversdale, 6670

3RD BEST PERFORMING MUNICIPALITY IN SA (Ratings Afrika 2025)
12 CLEAN AUDITS (2013 – 2025) | TOP BLUE FLAG SWIMMING BEACHES 2025 (WESSA)

A CARING, SERVING AND GROWING HESSEQUA

24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

116

Adele De Lange

From: Carisha Prins
Sent: Friday, 17 April 2026 08:28
To: skyrfq@gmail.com
Subject: RFQ 92753 - The supply and delivery of laptops under SITA RFB740
Attachments: RFQ 92753 - RFB740 - THE SUPPLY AND DELIVERY OF LAPTOPS.pdf

Good day sir/madam,

Please find herewith attached request for quotation. The following documentation should be submitted with the completed RFQ document:

1. Valid and certified B-BBEE certificate
2. Certified municipal accounts of the business premises and all the directors/members/owners not older than three months

The request for the municipal accounts are requested in terms of Municipal Supply Chain Management Regulation 38(1)(d)(*i*) - A supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer-

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24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

117

Adele De Lange

From: Carisha Prins
Sent: Friday, 17 April 2026 08:28
To: qis@maynards.co.za
Subject: RFQ 92753 - The supply and delivery of laptops under SITA RFB740
Attachments: RFQ 92753 - RFB740 - THE SUPPLY AND DELIVERY OF LAPTOPS.pdf

Good day sir/madam,

Please find herewith attached request for quotation. The following documentation should be submitted with the completed RFQ document:

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2. Certified municipal accounts of the business premises and all the directors/members/owners not older than three months

The request for the municipal accounts are requested in terms of Municipal Supply Chain Management Regulation 38(1)(d)(*i*) - A supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer-

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Regards

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A CARING, SERVING AND GROWING HESSEQUA
24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

Adele De Lange

From: Carisha Prins
Sent: Friday, 17 April 2026 08:28
To: 'estie@asolution.co.za'
Subject: RFQ 92753 - The supply and delivery of laptops under SITA RFB740
Attachments: RFQ 92753 - RFB740 - THE SUPPLY AND DELIVERY OF LAPTOPS.pdf

Good day sir/madam,

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1. Valid and certified B-BBEE certificate
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The request for the municipal accounts are requested in terms of Municipal Supply Chain Management Regulation 38(1)(d)(*i*) - A supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer-

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(*i*) if any municipal rates and taxes or municipal service charges owed by that bidder/quotationer or any of its directors to the municipality or municipal entity, are in arrears for more than three months

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24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

SITA

SITA SOC Ltd, 459 Tsitsa Street, Erasmuskloof, Pretoria, South Africa • PO Box 26100, Monument Park, 0105, South Africa
Tel: +27 12 482 3000 • Fax +27 12 367 5151 • Reg. No 1999/001899/30 • www.sita.co.za

Our Ref: RFB 740/2020

Enquiries: Siphamandla Mbhele

Tel: +27 12 482 2145

ATTENTION: TO ALL SERVICE PROVIDERS

CONTRACT EXTENSION: RFB 0000000740: TRANSVERSAL CONTRACT FOR THE PROVISION OF OUTRIGHT PURCHASE FOR PERSONAL COMPUTERS, MOBILE DEVICES AND SERVICES, OUTRIGHT PURCHASE OF COMPUTER PERIPHERALS, CONSUMABLES AND SERVICES FOR THE GOVERNMENT DEPARTMENTS FOR A PERIOD OF THREE (03) YEARS.

This communiqué serves to notify you that the above- mentioned contract is extended for a period of six (06) months, commencing on 25 May 2025 until 24 November 2025.

Please contact Mr Siphamandla Mbhele, per email, at Siphamandla.Mbhele@sita.co.za and CC Seatile.makhokolo@sita.co.za for any enquiries.

Yours Sincerely,

Fanie Van Der Walt

Executive: Supply Chain Management (Acting)

Date 2025/05/22

Non-Executive Directors:
Ms Sedzani Mudau (Chairperson), Mr Willie Vukela, Mr Willie Mathebula, Adv. Johannes Collen Weapond, Mr Omega Shelembe

Executive Directors:
Mr. G Reddy (Managing Director Acting), Mr. MK Kgauwe (Chief Financial Officer)

Company Secretary:
Ms. B Laka

SITA

Business Agreement

entered between

Hessequa Local Municipality

(hereinafter referred to as the Client)

and

the State Information Technology Agency (SOC) Ltd

a state-owned company registered in terms of the

Companies Act, 2008 (Act 71 of 2008), as amended

Registration number 1999/001899/30

(hereinafter referred to as SITA)

(jointly referred to as the Parties)

Document no.:	1545_BA
Version:	1.0
Date:	Date of signature

Notice

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Document enquiries can be directed to:

Document and Records Management Office
SITA SOC Ltd
PO Box 26100, Monument Park, 0105, South Africa
Telephone: 012 482 3000
www.sita.co.za

Title: Business Agreement entered between Hessequa Local Municipality and SITA (SOC) Ltd
No.: eOCSM229_1-0
Author/originator: Legal Services

Amendment history

Revision	Date	Change proposal	Change comment
1.0	2021-06-15	New document	First release

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Recitals

WHEREAS, the State Information Technology Agency (SOC) Ltd was established in terms of the State Information Technology Agency Act, 1998 (Act 88 of 1998) (hereinafter referred to as "the SITA Act, 1998") to provide information technology, information systems and related services in a maintained information systems security environment to, and on behalf of, participating departments and organs of state and in regard to these services, acts as an agent of the South African Government;

WHEREAS, section 20 of the SITA Act, 1998, requires conclusion of a business agreement to regulate the relationship between individual departments or organs of state and SITA;

WHEREAS, section 5 of the SITA Amendment Act, 2002 (Act 38 of 2002) substitutes section 7 of the SITA Act, 1998, which provides specifically for mandatory services that must be performed by SITA and for optional services that may be performed for departments by SITA;

WHEREAS, the Client and SITA wish to rescind any previous written or verbal business agreement, and enter into a new business agreement; and

WHEREAS, this Business Agreement governs the relationship between the Client and SITA;

IT IS NOW THEREFORE RESOLVED that the Client and SITA hereby enter into this Business Agreement in accordance with the provisions of Regulation 31 of the Municipal Supply Chain Management Regulations.

IT IS NOW THEREFORE RESOLVED that the Client and SITA hereby enter into this Business Agreement;

NOW THEREFORE the Parties to this Business Agreement agree as follows.

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1 Definitions

1.1 For the purpose of this Business Agreement, unless the context otherwise indicates, the following words and phrases shall have the meanings assigned to them below and cognate expressions shall have corresponding meanings:

1.1.1 **"Accounting Officer"** means the Executive Caretaker of SITA;

1.1.2 **"agent"** means a party that has the express (oral or written) authority to act for another (the principal). The agent acts under the delegated authority of the principal;

1.1.3 **"Agency"** means a juristic entity known as SITA as fully described in clause 1.1.27, a company established to provide information technology, information systems and related services to, or on behalf of, government departments;

1.1.4 **"Business Agreement"** means this Business Agreement as envisaged under section 13 of the SITA Amendment Act, 2002 (Act 38 of 2002) and includes all documentation appended or annexed hereto and signed by the Parties;

1.1.5 **"Client/Department"** means Hessequa Local Municipality;

1.1.7 **"confidential information"** means information or data as stipulated in clause 8 below;

1.1.8 **"consequential loss"** means subsequent loss resulting from a direct loss;

1.1.9 **"direct loss"** means loss resulting from the immediate or natural consequences of a damage causing event;

1.1.10 **"e-government service"** means any public service provided by electronic means by any public body in the Republic;

1.1.11 **"high-risk area"** means an area in which a state of emergency has been declared or has been otherwise designated in writing by the relevant Head of Department as an area dangerous to the health and safety of its employees, subcontractors or agents or other persons;

1.1.12 **"information system"** means applications and systems to support the business while utilising information technology as an enabler tool;

1.1.13 **"information systems security"** means to preserve the availability, integrity and confidentiality of information systems and information according to affordable security practices;

1.1.14 **"Information technology"** means all aspects of technology that are used to manage and support the efficient gathering, processing, storing and dissemination of information as a strategic resource;

1.1.15 **"intellectual property"** means collectively the patents, copyright, trademarks, designs, models, trade names, trade secrets, confidential information and know-how of the Parties whether registered or unregistered, including applications for and rights to obtain or use same;

1.1.16 **"mandatory services"** means those services as referred to in section 7(1)(a) of the State Information Technology Agency Amendment Act, 2002 as well as section 7(3), 7(6)(a) read with Regulation 4.2, section 7(6)(b) read with Regulation 4.3, Regulation 4.4.1 read with section 7(6)(d) and Regulation 4.1.2;

1.1.16 **"MFMA"** means the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

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1.1.17 **"Municipal Manager"** means an officer who is the administrative head of the Client or the accounting officer in terms of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);

1.1.18 **"Municipal representative"** means the Local Government Information Technology Officer, the head of information technology or information systems of the Client or another qualified person, appointed by the Municipal Manager in terms of clause 12.2 to manage the Municipalities relationship with SITA;

1.1.19 **"National Treasury"** means the National Treasury as defined in the Public Service Act, 1994 [Proclamation 103 of 1994], read together with Schedule 1 thereof, as amended by proclamation in Government Gazette 21357;

1.1.20 **"optional services"** means those services referred to in section 7(1)(b) of the SITA Amendment Act, 2002;

1.1.21 **"order"** means a government order form issued and signed by the relevant Head of Department or a duly authorised departmental representative, for goods or services to be provided at a firm price as agreed by the Parties;

1.1.22 **"Party"** means the Parties to this Business Agreement, being SITA on the one hand and on the other, the Client, and "Parties" shall have a corresponding meaning;

1.1.23 **"person"** means a natural person, juristic person or organ of state, for the purposes of this Business Agreement;

1.1.24 **"PFMA"** means the Public Finance Management Act, 1999 (Act 1 of 1999);

1.1.25 **"project charter"** means one form of contracting or tasking mechanism that defines the statement of the scope, objectives and participants in a project for the delivery of goods or services that has a defined start and end date, providing a preliminary delineation of roles and responsibilities, outlining the project objectives, identifying the main stakeholders, and defining the authority of the project manager, serving as a reference of authority for the future of the project;

1.1.26 **"proprietary software"** means software in which intellectual property rights vest in a person other than a Party to this Business Agreement;

1.1.27 **"Regulations"** means General Regulations R.905, 2005, proclaimed in terms of section 15 of the SITA Amendment Act, 2002 (Act 38 of 2002);

1.1.28 **"service level agreement"** means one form of contracting or tasking mechanismthat stipulates services which are negotiated and entered into by the Chief Executive Officer of SITA or his or her duly appointed representative and the Client in terms of section 20(2) of the SITA Act, 1998 and this Business Agreement;

1.1.29 **"SITA"** means the State Information Technology Agency, a state-owned company registered in terms of the Companies Act, 2008 (Act 71 of 2008), as amended, registration number 1999/001899/30(hereinafter referred to as SITA);

1.1.30 **"SITA Act, 1998"** means the State Information Technology Agency Act, 1998 (Act 88 of 1998), as amended;

1.1.31 **"SITA Customer Relationship Manager"** means a person appointed by SITA in terms of clause 11.11 to manage SITA's relationship with the Client;

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1.1.32 **"SITA procurement policy and procedures"** means SITA's procurement policy and procedures in force at the date of the commencement of this Business Agreement;

1.1.33 **"subcontractor"** means a person who has been contracted by SITA to provide goods and services;

1.1.34 **"tasking instrument"** means the process followed and documentation attached to this Business Agreement as annex A, used by the Client to task SITA to render services and/or provide goods and/or services to the Client in terms of this Business Agreement;

1.1.35 **"transversal information system"** means a software system that is used by or shared across multiple departments or public bodies;

1.1.36 **"VAT"** means value-added tax, as levied in accordance with the Value-Added Tax Act, 1991 (Act 89 of 1991); and

1.1.37 **"vis major"** means any event which is beyond the reasonable control of a Party or which could not have been reasonably foreseen or prevented by a Party and which renders impossible the performance of a Party in terms of this Business Agreement.

2 Parties to this Agreement

2.1 The parties to this Business Agreement are:

2.1.1 the Client, herein represented by Mr Johan Jacobs in his capacity as the Municipal Manager, who warrants that he is duly authorised thereto; and

2.1.2 SITA (SOC) Ltd, herein represented by Mr Ntutule Tshenye in his capacity as the Executive: National and Provincial Consulting of SITA, who warrants that he is duly authorised thereto authorised thereto.

3 Statement of purpose

3.1 The purpose of this Business Agreement is to establish a contractual relationship between the Client and SITA for provision of information systems, information technology and related services by SITA to the Client and to regulate such relationship as intended by the SITA Act, 1998, as amended, and Regulations thereto.

4 Abbreviations/acronyms

4.1 The following acronyms and abbreviations are used in this Business Agreement and shall have the meaning ascribed thereto.

Abbreviations/acronyms	Description
BA	Business Agreement
CEO	Chief Executive Officer
GITO	Government Information Technology Officer
IT	information technology
IS	information systems
MFMA	Municipal Finance Management Act

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Abbreviations/acronyms	Description
RSA	Republic of South Africa
SITA	State Information Technology Agency
SLA	service level agreement
SMMEs	small, micro and medium enterprises

5 Interpretation of this Business Agreement

5.1 In this Business Agreement, unless the context otherwise indicates:

5.1.1 All words and expressions referring to the masculine gender shall be capable of being construed as a reference to the feminine gender.

5.1.2 A word signifying the singular shall include the plural and vice versa.

5.1.3 A reference to a natural Person shall be capable of being construed as a reference to a juristic Person and vice versa.

5.1.4 Words and phrases defined in this Business Agreement shall bear the meaning assigned to them throughout the Business Agreement.

5.1.5 Words and phrases which are defined or used in any statute which applies to the subject matter, professional Person, goods or services provided for in this Business Agreement shall be construed in accordance with the applicable statute or regulations.

5.1.6 Headings shall be used in aid of interpretation or modification of the clauses within the Business Agreement.

5.1.7 Days shall be Business Days unless specifically referred to as Calendar days.

6 Duration of Business Agreement

6.1 This Business Agreement shall commence upon the signature of the last party and endure for a period of five (5) years.

6.2 This Business Agreement may be reviewed annually.

7 Termination of this Business Agreement

7.1 Notwithstanding the duration as contemplated in clause 6.1, in the event that SITA is dissolved in terms of section 22 of the SITA Act (Act 88 of 1998), as amended, this BA shall terminate on the date of SITA's dissolution.

7.2 Notwithstanding the termination of this BA in terms of clause 7.1, the terms and conditions of this BA shall continue to apply to any SLA or project charter entered into by the Parties prior to the termination date, for the duration of the BA.

8 Confidentiality

8.1 "Confidential information" means any information or data, irrespective of the form or medium in which it may be stored, which is not in the public domain and which becomes available or accessible to a Party

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as a consequence of this BA or any related SLA or SITA proposal accepted by the Client or project charter, including information or data which is prohibited from disclosure by virtue of:

8.1.1 the Promotion of Access to Information Act, 2000 (Act 2 of 2000);

8.1.2 being clearly marked "Confidential" and which is provided by one Party to another Party in terms of this BA or a related SLA or project charter;

8.1.3 being information or data, which one Party provides to another Party or to which a Party has access because of services SITA is providing in terms of this BA or a SLA or SITA proposal accepted by the Department or project charter and in which a Party would have a reasonable expectation of confidentiality;

8.1.4 being information provided by one Party to another Party in the course of contractual or other negotiations, which could reasonably be expected to prejudice the right of the non-disclosing Party;

8.1.5 being information, the disclosure of which could reasonably be expected to endanger a life or physical security of a person;

8.1.6 being technical, scientific, commercial, financial and market-related information, know-how and trade secrets of a Party;

8.1.7 being financial, commercial, scientific or technical information, other than trade secrets, of a Party, the disclosure of which would be likely to cause harm to the commercial or financial interests of a non-disclosing Party; and

8.1.8 being information supplied by a Party in confidence, the disclosure of which could reasonably be expected either to put the Party at a disadvantage in contractual or other negotiations or to prejudice the Party in commercial competition; or

8.1.9 information the disclosure of which would be likely to prejudice or impair:

8.1.9.1 the safety and security of:

8.1.9.1.1 a building, structure or system, including, but not limited to, a computer or communication system;

8.1.9.1.2 a means of transport; or

8.1.9.1.3 any other property; or

8.1.9.1.4 a person;

8.1.9.2 methods, systems, plans or procedures for the protection of:

8.1.9.2.1 an individual in accordance with a witness protection scheme;

8.1.9.2.2 the safety of the public or any part of the public; or

8.1.9.2.3 the security of property;

8.1.9.3 information the disclosure of which could reasonably be expected to cause prejudice to the:

8.1.9.3.1 defence of the Republic;

8.1.9.3.2 security of the Republic;

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8.1.9.3.3 International relations of the Republic; or

8.1.9.3.4 plans, designs, drawings, functional and technical requirements and specifications of a Party,

8.1.9.4 but shall not include:

8.1.9.4.1 information which has been made automatically available, in terms of the Promotion of Access to Information Act, 2000; and

8.1.9.4.2 information which a Party has a statutory or common law duty to disclose or in respect of which there is no reasonable expectation of privacy or confidentiality.

8.2 Notwithstanding the provisions of this agreement, no Party shall be entitled to disclose Confidential Information, except where required to do so in terms of a law, without the prior written consent of any other Party having an interest in the disclosure.

8.3 Subject to clause 8.2, where a Party discloses confidential information which materially damages or could materially damage another Party, the disclosing Party shall be required to submit all facts related to the disclosure in writing to the other Party, who shall submit information related to such actual or potential material damage to be resolved as a dispute in terms of clause 17.

8.4 The Parties may not, except to the extent that a Party is legally required to make a public statement, make any public statement or issue a press release which could affect another Party, without first submitting a written copy of the proposed public statement or press release to the other Party and obtaining the other Party's prior written approval for such public statement or press release, which consent shall not unreasonably be withheld.

9 Business relationship between the Parties

9.1 The Parties hereby acknowledge that they are bound by the following obligations:

9.1.1 ensuring that there is an appropriate procurement and provisioning system which is fair, equitable, transparent, competitive and cost-effective;

9.1.2 taking effective steps to collect all monies due, and providing agreed and committed service to the Department;

9.1.3 preventing unauthorised, irregular, fruitless and wasteful expenditure and losses resulting from negligent or criminal conduct;

9.1.4 managing available working capital efficiently and economically;

9.1.5 settling all contractual obligations and paying all monies owing, including intergovernmental claims, within the prescribed or agreed period; and

9.1.6 upon discovery of any unauthorised, irregular or fruitless and wasteful expenditure, immediately reporting, in writing, the particulars of the expenditure to the relevant Accounting Officer and National Treasury.

9.2 The Client may request Services from or through SITA, which Services SITA may provide, as stipulated in the SITA Act, 1998.

9.3 SITA shall provide and procure all information technology, information systems and related goods and services:

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9.3.1 in accordance with:

9.3.1.1 relevant national and provincial legislation and policies with respect to SMMEs, and black economic empowerment, and the SITA procurement policy and procedures; and

9.3.1.2 a service level agreement or project charter or SITA proposal accepted by the Client; or

9.3.2 from service providers or suppliers who have a national presence or who are in partnership with SMMEs in the RSA.

9.4 Prior to the conclusion of a service level agreement, SITA shall submit to the Client a value proposal for each mandatory or optional service that SITA is to provide valid for a period of 30 (thirty) days for acceptance or rejection, containing:

9.4.1 a detailed service or goods specification;

9.4.2 the estimated duration of the provision of goods or services;

9.4.3 the current cost of supplying the goods or rendering the service; and

9.4.4 a forecast of what the service or goods shall cost for the duration of the SLA and, if applicable, for not less than 36 (thirty six) months.

9.5 Any service level agreement must include:

9.5.1 the metrics applicable to a particular service or goods specific to the Department;

9.5.2 as an appendix, a detailed user requirement specification of the relevant mandatory or optional service or goods, compiled in conjunction with the Client, to benchmark the value added by SITA;

9.5.3 the areas targeted for cost reduction for the relevant year and milestones related to achieving the targets;

9.5.4 information technology service management best practices for the improvement of service and solution delivery, if applicable;

9.5.5 alignment with SITA's disaster recovery strategy and business continuity plan and procedures referred to in Regulation 4.1.2; and

9.5.6 a statement that the service level agreement shall be reviewed no less than annually.

9.6 The Client hereby agrees that SITA may use subcontractors to fulfil its obligations to the Client, who shall not be required to liaise directly with any subcontractor.

9.7 The Parties hereby agree that they shall, in respect of their respective employees, subcontractors and agents:

9.7.1 obtain any necessary security clearances required by the other Party;

9.7.2 abide by the security requirements specified in clause 10 of this Business Agreement;

9.7.3 where there is a breach of security, immediately investigate the cause of the breach;

9.7.4 relieve any employee, subcontractor or agent who is found to have breached security after an investigation in terms of clause 9.8.3 from any work to be undertaken for the Client; and

9.7.5 take, as the Party determines necessary, immediate disciplinary action.

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10 Information systems security

10.1 The Parties agree that they shall maintain, in their respective premises, a comprehensive information systems security environment pursuant to national and provincial policy, procedures, rules, regulations and industry standards prescribing security requirements.

10.2 In the event of breach of the security and integrity of the information technology system, the aggrieved Party shall:

10.2.1 immediately notify the other Party of the breach and consequences which would naturally flow from the breach or could otherwise under the circumstances be expected to occur;

10.2.2 immediately take all necessary measures to remedy the breach and limit the expected consequences and assume the responsibility for the anticipated or actual consequences of the breach; and

10.2.3 submit a final report on the cause, nature and consequences of the breach, response time and measures taken, including but not limited to the timing of all measures taken.

10.3. The Parties and all subcontractors used by them in performing their duties and obligations under this Business Agreement shall comply with security requirements as prescribed in the policy, procedures, rules, regulations and standards prescribing security requirements.

10.4 To enable SITA to comply with the security requirements, the Client shall furnish SITA with an updated and any subsequent revision of its security requirements, as prescribed in the Client's policy, procedures, rules, regulations and standards and as required for implementation by the Client in accordance with Chapter 6 Part II of the Public Service Regulations.

10.5 SITA and its employees, subcontractors and agents shall at all times comply with national and provincial legislation, policies, norms and standards with respect to information security, health and safety.

11 SITA's obligations under this Business Agreement

11.1 SITA shall provide IT services as requested by the CLIENT from time to time, which services shall be acquired from SITA pursuant to a signed Business Agreement, Service Level Agreement or Goods/ Services Annex or procured through SITA, if SITA indicates in writing that it is unable to provide the services itself.

GENERAL OBLIGATIONS

11.2 SITA shall procure any goods or services only upon receipt of written authorisation to do so submitted by the Accounting Officer or his/her duly appointed delegate; and SITA will respond to the Client acknowledging receipt to the Client within two weeks of receiving the official request. The contract price for such goods or services shall be agreed to and stipulated in the service level agreement or SITA proposal as accepted by the Client or project charter. In the event that the Client wishes to proceed using alternate modes of procurement, the process as stated in Regulation 17 in the SITA Regulations must be exercised.

11.3 Based on SITA's position as the provider or procurer of information systems and information technology in terms of the SITA Act, 1998, SITA hereby agrees that:

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11.3.1 it shall maintain all skills, expertise and facilities required to fulfil its functions and deliver competitive information technology and information systems procurement management services to the Client as agreed in the SLA;

11.3.2 it shall provide the Client with costing details of all mandatory and optional services;

11.3.3 it shall consult with the Client on the management and implementation of this Business Agreement and any service level agreement, project charter or related contract or tasking mechanism or SITA proposal accepted by the Client;

11.3.4 in the event that the Client can show SITA during the course of negotiating the services terms of a service level agreement or project charter or SITA-accepted proposal, in writing, that equivalent goods and services required by the Client can be obtained at a less expensive firm price from any other supplier and that such goods and services meet all evaluation criteria agreed upon by the Client and SITA, SITA shall offer a comparable firm price to the Client for the same goods and services, failing which the Client may procure such goods or services through SITA from such other supplier at the less expensive firm price; and

11.3.5 it shall provide goods and services within the stipulated timeframes as agreed upon by the Parties.

11.4 SITA hereby agrees that, in the provision of cost-effective mandatory and optional services to the Client, it shall:

11.4.1 link the obligations of its employees and subcontractors to specific responsibilities to be undertaken for the Client; and

11.4.2 not utilise the services of any employee or subcontractor who is not qualified to provide services required by the Client.

11.5 SITA shall, within 10 (ten) days of the commencement of this Business Agreement appoint a SITA Customer Relationship Manager to work with the Client representative to manage the relationship between the Parties and report as required, in writing, to SITA on all dealings with the Client.

11.6 SITA may, on good cause shown, replace the SITA Customer Relationship Manager on giving 5 (five) days' written notice to the Client.

11.7 The Parties hereby acknowledge and confirm that the SITA Customer Relationship Manager shall meet with the Client representative no less than monthly on the dates and times agreed upon, to review:

11.7.1 the performance and delivery of goods and services by SITA to the Client;

11.7.2 any written complaints submitted in terms of clause 11.9; and

11.7.3 any audit, internal survey or written report compiled by either SITA or the Client.

11.8 The Parties hereby acknowledge and confirm that the CEO of SITA and the Client's Accounting Officer or his/her duly authorised delegate shall meet from time to time on the dates and times agreed upon, to assess strategic departmental business objectives and their realisation under this Business Agreement and any service level agreements or project charters hereunder.

11.9 SITA hereby acknowledges and confirms that it shall prepare minutes of all meetings held between the Parties, distribute same to all relevant representatives, effect all agreed amendments or note any points of contention where agreement cannot be reached.

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11.10 The SITA Customer Relationship Manager shall, upon receipt of a written complaint from the Client, investigate such complaint and respond in writing to the Client within 7 (seven) business days of the receipt of such complaint or within any mutually agreed timeframe.

11.11 In the event that the Client makes a request in writing to meet with the SITA Customer Relationship Manager to discuss any matter, including but not limited to a written complaint, the SITA Customer Relationship Manager shall schedule a meeting with the Client within 5 (five) business days.

11.12 In the event that SITA, including its employees, subcontractors and agents, is unable to provide services at a site due to its designation by the Accounting Officer or his/her duly authorised delegate as a high-risk area or due to vis major, SITA shall, immediately:

11.12.1 notify the Client in writing of the circumstances detailing the reasons for SITA's inability to complete services in terms of a service level agreement or project charter; and

11.12.2 specify an alternative mechanism for the services to be provided.

11.13 Where the Client advises SITA in writing that one of SITA's employees, subcontractors or agents is failing to abide by national, provincial or the Client's health, safety and security policies or procedures or is guilty of non-performance at a particular site, SITA shall:

11.13.1 upon receipt of the written complaint from the Client, conduct a performance review of the employee, subcontractor or agent in question and, in the event that the performance review shows that the said employee, subcontractor or agent is failing to abide by national, provincial or the Client's health, safety and security policies or procedures or is guilty of non-performance at a particular site, then SITA shall remove the offending employee, subcontractor or agent from the relevant site and provide an alternative skilled employee, subcontractor or agent; and

11.13.2 pending the outcome of the performance review, employ all reasonable endeavours to temporarily remove the employee, subcontractor or agent in question by means of suspension, transfer or any other lawful means.

12 The Client's obligations under this Business Agreement

12.1 The Client may request from SITA any Services as listed in the SITA Act, which services shall be acquired from SITA pursuant to a signed BA or Service Level Agreement. Both Parties agree to a disclaimer that this Agreement will not preclude the CLIENT in any way to engage other service providers of IT services. The Parties understand that there is no legal obligation on the CLIENT to use SITA as an exclusive service provider for any IT services. The use of SITA will be discretionary and all requests will be confirmed as outlined in this Agreement and follow up SLAs.

12.2 The Client shall request the service from SITA through only its Client representative as per the tasking instrument.

12.3 A duly appointed representative shall attend all relevant meetings, may submit written complaints and shall thereafter meet with the relevant SITA Client Relationship Manager to discuss any matter as contemplated in clause 11.13.

12.4 The Client may replace its representative on 5 (five) days prior written notice to SITA.

12.5 The Client representative shall place applicable Orders in terms of a Service Level Agreement or Project Charter and shall not place Orders which are not authorised by a Service Level Agreement or Project Charter.

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12.6 The Client's Accounting Officer or his/her duly appointed delegate shall advise SITA in writing of any Person who may place Orders for the Client in terms of an applicable Service Level Agreement or Project Charter, with all Orders to be countersigned in accordance with written financial delegations from the relevant Accounting Officer or his/her duly appointed delegate.

12.7 The Client's duly appointed representative shall:

12.7.1 grant SITA and its employees, Subcontractors and agents required access to the Client's site; and

12.7.2 ensure the cooperation of the Client's employees, Subcontractors and agents.

12.8 In the event of the Client designating a site as a High-Risk Area or occurrence of Vis Major, the Client representative or his/her duly authorised delegate shall notify SITA in writing within 10 (ten) days.

12.9 The Client may, in the event of changed circumstances not due to the fault of SITA and relating to a fluctuation in the firm price or delay in services to be delivered by SITA in terms of a Service Level Agreement or Project Charter:

12.9.1 cancel the Service Level Agreement or Project Charter, with the Client to bear any reasonable costs which have been incurred by SITA as at the date of cancellation; or

12.9.2 renegotiate the Service Level Agreement or Project Charter to reflect the increase in the firm price or delay with respect to goods or services to be delivered by SITA in terms of the Service Level Agreement or Project Charter.

12.10 In the event that the Client cancels a Service Level Agreement or Project Charter in terms of clause 12.9.1 after SITA has commenced providing goods or services, the Client's Accounting Officer or his/her duly appointed delegate shall, after consultation with SITA, determine and agree the appropriate remedy, including but not limited to compensation, if any, due to or from SITA.

13 Pricing

13.1 The Parties hereby acknowledge and confirm that:

13.1.1 SITA's contract prices shall be reasonably market-related;

13.1.2 contract prices of all information technology or information systems services or goods provided to or procured for the Client in accordance with this Business Agreement shall be those negotiated and agreed upon by the Parties in service level agreements or project charters or SITA-accepted proposal from time to time; and

13.1.3 contract prices referred to in clause 13.1.2 may not exceed the maximum rates, inclusive of VAT, approved by the National Treasury in accordance with the SITA Act, 1998, at the time of SITA providing or procuring goods and services in terms of a service level agreement or project charter or SITA-accepted proposal.

13.2 Contract prices shall:

13.2.1 be competitive and the Client may assess whether quoted rates and tariffs are competitive prior to negotiating a service level agreement or project charter or SITA-accepted proposal, which information shall form part of the negotiations on such service level agreement or project charter; and

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13.2.2 VAT on all contract prices shall be recovered at the statutory rate as applicable from time to time and all quotations and other documents containing prices shall show a clearly marked contract price, including VAT.

13.3 Contract prices that are linked to foreign exchange shall be dealt with in terms of section 6.3.4 of the SITA Foreign Exchange Expenditure Policy and shall be dealt with as follows:

13.3.1 The rate of exchange used in the quotation to the Client shall be based on the spot rate on the day of the quotation, as provided by SITA Treasury inclusive of a minimum of seven (7) per cent to cover management of the foreign exchange risk.

13.3.2 All quotes prepared by Customer Relationship Managers are to be reviewed and approved by SITA Finance before issuing to Client;

13.3.3 The SITA quotation shall be valid for 21 (twenty-one) calendar days or as per the terms and conditions on the Client's quotation;

13.3.4 If the purchase order is not received within twenty-one (21) calendar days of the date of the quotation, then the quotation will lapse and a new quotation must be issued unless it is approved by the Manager of Treasury.

13.3.5 Payment is strictly thirty (30) days from the date of the invoice. Should the invoice not be within the said time, the Client will be liable for any foreign exchange losses and will be invoiced for the difference of any negative foreign exchange movements as a result in the delay of payment.

13.3.6 A penalty of ten (10) percent will be effected to the recovery of the foreign exchange loss is such amount is not received within ninety (90) days of the government order.

13.4 The Client or its designee shall advise the Client representative, in writing, as to the terms and conditions on which the relevant representative should negotiate with SITA to:

13.4.1 fulfil the quote, service level agreement requirements or project charter; or

13.4.2 re-negotiate the service level agreement or project charter; or

13.4.3 cancel the service level agreement or project charter.

13.5 Where the Accounting Officer of the Client cancels a service level agreement or project charter in terms of clause 13.4.3, clause 12.9 shall apply.

13.6 Subject to the approval and control mechanisms, policies, procedures and regulations of the national government and the Client, contract prices shall be adjusted in accordance with:

13.6.1 the actual increase or decrease in the production or procurement cost of any goods or services, including but not limited to the cost of any proprietary software licence, software maintenance and other proprietary software experienced by SITA; or

13.6.2 the change, imposition or abolition of customs or excise duty and any other duty, levy, tax, rate or tariff which, in terms of any legislation is binding and has a demonstrable influence on the production, procurement or service cost; or

13.6.3 the actual increase or decrease in the price of a system or incidental service resulting from the conclusion of an agreement contemplated in 13.1.2; or

13.6.4 the decision by National Treasury in terms of rate or tariff adjustments and implemented accordingly; and

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13.6.5 the provisions of clause 13.3 shall, with the necessary changes, apply to such adjustment where applicable.

14 Payment terms

14.1 The Client shall be liable to SITA for payment for any goods or services acquired from or procured through SITA under a service level agreement or project charter or SITA proposal approved by the department, which payment shall only be made by the Client against an invoice which has been certified as correct for payment by the Client.

14.2 SITA shall submit:

14.2.1 detailed invoices for all goods or services provided or procured by SITA for the Client in terms of a service level agreement or project charter or SITA proposal approved by the department no later than the 15th (fifteenth) day after the date of invoice, or, if the 15th (fifteenth) day of the month falls on a Saturday, Sunday or public holiday, the Friday immediately preceding such 15th (fifteenth) day or, in the case of a public holiday, the business day immediately preceding such public holiday; and

14.2.2 with each detailed invoice, an itemised report on the goods or services provided or procured by SITA to or on behalf of the Client.

14.3 An appropriate record of acknowledgement of receipt of the submitted documents shall be kept by SITA.

14.4 The Client representative shall review the invoice and if the invoice accurately reflects goods and services received in terms of a service level agreement or project charter or SITA proposal approved by the department, the Client representative shall certify the invoice as correct and submit the invoice for payment to be made within 30 (thirty) days of the date of the corrected invoice.

14.5 In the event that the Client representative does not agree that an invoice is correct and refuses to certify it he/she shall, within 7 (seven) days after receipt of the invoice, investigate the basis for charges and submit, in writing to the SITA Customer Relationship Manager, with a copy being sent to debtcollection@sita.co.za:

14.5.1 detailed reasons for the dispute; and

14.5.2 if applicable, the manner in which the Client representative believes that the invoice should be corrected.

14.6 On receipt of the submission from the Client representative in terms of clause 14.5, the SITA Customer Relationship Manager shall investigate the matter and either:

14.6.1 correct the invoice, if the SITA Customer Relationship Manager is in agreement with the Client, and resubmit the corrected invoice for payment within 7 working days; or

14.6.2 advise the relevant Client representative in writing within 7 working days of the reasons that SITA asserts that the invoice is correct.

14.7 In the event that the relevant Client representative is, for good cause shown, not satisfied with SITA's explanation given in terms of clause 14.6.2, the Client representative may declare a dispute under clause 17, as read with any applicable provisions of the relevant service level agreement or project charter or SITA proposal accepted by the Client.

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14.8 The invoice is payable within 30 days of the date of receipt of the invoice, unless a dispute has been lodged, in writing, within seven (7) business days of receipt thereof.

14.9 The Client shall not, unreasonably, withhold payment of invoices duly certified in terms of clause 14.4.1.

14.10 If an amount is due and payable and the Client fails to make the payment within 30 (thirty) days after the invoice due date without good cause shown, SITA shall be entitled to recover interest at the at the rate applicable to government loans from the date on which such amounts become due and payable up to the date on which such amounts are paid in full by the Client.

14.11 Where the Client has overpaid on any invoice, and there are older outstanding invoices, the excess amount shall be utilised to off-set the said outstanding invoices.

14.12 Payment shall be made by the Client as specified below:

14.12.1	Name of banking institution:	Standard Bank
14.12.2	Location of banking institution:	Centurion
14.12.3	Branch of banking institution:	Centurion
14.12.4	Branch code of banking institution	012645
14.12.5	Bank account number:	410 298 158
14.12.6	Type of account:	Cheque
14.12.7	Name of accountholder:	State Information Technology Agency (SOC) Ltd

14.13 When depositing funds, the relevant Client representative shall within 3 (three) business days submit the following information to the SITA Customer Relationship Manager or any other duly authorised SITA representative:

14.13.1 the total amount and method of payment, that is: electronic funds transfer or cheque payment;

14.13.2 the electronic funds transfer or cheque number;

14.13.3 invoice number or numbers against which the payment is being made;

14.13.4 amount paid against each invoice; and

14.13.5 confirmation of the banking details as in clause 14.12.

15 Indemnity

15.1 The Parties, including any of their employees, subcontractors or agents acting for or on their behalf, shall exercise due care and diligence in performing their duties in terms of this Business Agreement and a Party that has not exercised due care and diligence shall be liable to the other Party for loss or damages caused to and sustained by the other Party due to the wilful or negligent actions or omissions of the Party concerned, provided that in no circumstances shall a Party be liable to the other Party for consequential loss or damages resulting from negligence whatsoever sustained by the other Party.

15.2 The Parties, including any employee, Subcontractor or agent acting for or on behalf of either Party, act as independent contractors and not as agents or employees of each other and have no authority or right to bind each other outside this Agreement and, subject to the provisions of clause 15.1, the Parties, including any employee, subcontractor or agent acting for or on their behalf, shall be liable for any loss or damages sustained by one Party where the other Party is in breach of this clause.

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15.3 Where SITA, in terms of this Business Agreement or a service level agreement or project charter or SITA proposal accepted by the Department, procures goods or services on behalf of the Client from a third party in respect of which warranties are issued, SITA and the Client agree that:

15.3.1 in the event the ownership of such goods or services passes from the third party to the Client, the third party shall remain liable in terms of the warranty for such goods or services and the Client shall exercise due diligence to ensure that the third party who had issued the warranty complies with the warranty; and

15.3.2 irrespective of whether the ownership of goods or services vests in the Client or in SITA, the Parties shall take all reasonable steps to ensure that their employees, subcontractors and agents using goods or services obtained by SITA for the Client are aware of the terms and conditions of the warranties for such goods or services and that adequate policies and procedures are in place to safeguard such goods or services to ensure that the terms and conditions of applicable warranties are observed.

16 Breach of Business Agreement

16.1 Where either Party is in breach of any material provision or term of this Business Agreement (other than those which contain their own remedies or limit the remedies in the event of breach thereof):

16.1.1 the aggrieved Party shall submit written notification to the breaching Party explaining the nature of the breach, requiring the latter to remedy the breach within a reasonable period within a reasonable period, depending on the nature of the breach, as will be agreed between the Parties;

16.1.2 the aggrieved Party shall be entitled without notice, in addition to any other remedy available to it at law or under this Agreement, including obtaining an interdict, to claim specific performance of any obligation whether or not the due date for performance has arrived, without prejudice to the aggrieved Party's right to claim damages; or

16.1.3 the aggrieved Party may declare a dispute and submit the dispute to be addressed in terms of clause 17.

16.2 Notwithstanding the provisions of clauses 16.1.1, 16.1.2 and 16.1.3, in the event that SITA fails to comply with the provisions of Regulation 8.2.2 regarding compliance with the procurement service level agreement, the Client shall be entitled in terms of SITA Regulation 17 not to procure information technology goods and services through SITA.

16.3 Notwithstanding the above, the Client reserves the right to impose penalties as set out in the service level agreement, due to the late performance of SITA's obligations.

17 Dispute resolution and non-compliance with Regulations

17.1 Disputes

17.1.1 In the event a Party wishes to declare a dispute in terms of this Business Agreement, the dispute shall be declared in writing by the Accounting Officers of both Parties.

17.1.2 The Parties shall, in accordance with SITA Regulation 6.1.1, make every reasonable effort to settle a dispute between them amicably through conciliation and negotiation within 30 (thirty) days after the aggrieved party gave written notice to the other Party.

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17.1.3 If a dispute cannot be so settled as stipulated in clause 17.1.2 or the subject-matter of the dispute necessitates settlement before the end of the 30 (thirty) day-period, either Party to the dispute may refer the matter to the Minister of Communications and Digital Technologies for mediation.

17.1.4 If mediation fails, either party may refer the dispute for arbitration to the office of the State Attorney which is located closest to the Party's head office.

17.1.5 The State Attorney must act as arbitrator and his/her decision shall be final and binding on the parties.

17.2 Non-compliance with Regulations

17.2.1 Any Party to this Business Agreement or any other interested person may report any alleged non-compliance with any provisions of the Regulations to the Director-General or an official of the Department of Communications and Digital Technologies designated by the Minister for this purpose.

17.2.2 The Director-General of the particular department or that of the Department of Communications and Digital Technologies shall take steps to ensure:

17.2.2.1 the investigation of the alleged non-compliance; and

17.2.2.2 if he or she is of the opinion that such non-compliance occurred that it be remedied if possible, and reported to the relevant authorities.

18 Vis major

18.1 If *vis major* or *force majeure* or *casus fortuitus* ("Interrupting circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations hereunder, this Business Agreement, or as the case may be, the affected portion thereof, shall be suspended for the period during which the interrupting circumstances prevail. However, if the interrupting circumstances affect any material part of this Business Agreement for a maximum period of 60 (sixty) days, thereafter any affected Party shall be entitled on ten (10) days' written notice to cancel this Business Agreement. Written notice of the interrupting circumstances specifying the nature and date of commencement thereof shall be despatched by the Party seeking to rely thereon (on whom the onus shall rest) to the other Party as soon as reasonably possible after the commencement thereof. Written notice of the cessation of the interrupting circumstances shall be given by the Party who relied thereon within ten (10) days after such cessation. No Party shall subsequently be obliged to comply with the obligations suspended during such period. The Party whose performance is interrupted by the interrupting circumstances shall be entitled, provided that such Party shall give notice to that effect with the written notice of the interrupting circumstances as provided above, to extend the period of this Business Agreement by a period equal to the time that its performance is so prevented.

18.2 For the purposes hereof *vis major* or*force majeure* includes acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, illegal strikes, interruption of transport, lockouts, inability on the part of SITA as a result of *force majeure* of the nature contemplated in this clause to obtain any goods or materials from the service provider or contemplated service provider thereof, combination of workmen, prohibition of exports, rationing of supplies, flood, storm, fire or (without limitation *eiusdem generis*) any other circumstances beyond the reasonable

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control of the Party claiming *vis major* or *force majeure* and comprehended in the terms *vis major* or *force majeure*.

19 Ownership of intellectual property rights

19.1 Any intellectual property rights owned by SITA prior to the commencement date of this Business Agreement shall remain vested with SITA exclusively.

19.2 Any intellectual property rights owned by the Clientprior to the commencement date of this Business Agreement shall remain vested with the Client exclusively.

19.3 Ownership of any intellectual property derived, produced or developed by any service provider expressly and exclusively for SITA acting on behalf of the Client shall be dealt with in accordance with the terms and conditions of the agreement to be concluded between SITA and such service provider

20 General terms and conditions

20.1 This Business Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

20.2 This Business Agreement replaces any previous written or verbal Business Agreement entered into by the Parties.

20.3 This Business Agreement constitutes the entire contract between the Parties as to its subject matter and may only be altered or varied in writing.

20.4 In the event of a conflict between this Business Agreement and a service level agreement or project charter or SITA proposal approved by the Department, this Business Agreement shall take precedence.

20.5 No alteration of, variation of or amendment to this Business Agreement, shall be of any force and effect, unless it is reduced to writing and signed by the Parties.

20.6 No indulgence or leniency which a Party may grant or show another, shall in any way prejudice the granting Party or preclude the granting Party from exercising any of its rights in the future.

20.7 In the event that any term, condition or provision of this Business Agreement is declared to be invalid, illegal, unlawful or unenforceable, that term, condition or provision shall:

20.7.1 be severed from the remaining terms, conditions and provisions of this Business Agreement without affecting the validity or enforceability of the remaining terms, conditions and provisions;

20.7.2 where possible and appropriate, the Business Agreement shall be amended in writing by the Parties to remedy the defect in a manner consistent with the remainder of the Business Agreement and which best serves the objectives of this Business Agreement;

20.7.3 where the term, condition or provision of the Business Agreement cannot be severed without affecting the overall validity and enforceability of the Business Agreement, the Business Agreement shall terminate; and

20.7.4 where the Business Agreement is terminated in terms of clause 20.7.3, any remaining obligations not agreed in writing shall be submitted as a dispute and resolved in terms of clause 17.

20.8 The Parties shall not be entitled to cede, delegate, assign or otherwise alienate or dispose of any rights in terms of this Business Agreement, without the prior written consent of the other Party, except where

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the Client assigns or delegates an obligation in terms of national or provincial law, in which event the Client shall notify SITA thereof and any applicable service level agreement or project charter shall be amended in writing to reflect the assignment or delegation.

20.9 The Parties shall not be bound by any express term, representation or warranty, promise or the like not recorded herein.

21 Costs

21.1 Each Party shall bear its own costs in the negotiation, preparation and finalisation of this Business Agreement.

22 Data privacy

22.1 SITA acknowledges that in providing the services to the Client, it may be exposed to data as defined in this Agreement. This data may include personal information.

22.2 The Client acknowledges that it is the responsible party in relation to the personal information and is required to ensure that it complies with the conditions of lawful processing of personal information in terms of POPIA. The Client further warrants that all personal information that is provided to SITA has and will be processed in compliance with POPIA.

22.3 The Client warrants that the personal information that it provides SITA is complete, accurate, not misleading and up to date.

22.4 SITA undertakes to process the personal information of the Client in performance of its obligation in terms of this BA, in accordance with the Client's written instructions.

22.5 SITA warrants that it will take appropriate, reasonable technical and organisational measures to prevent the loss or damage or unauthorised destruction of personal information and the unlawful access to the personal information in its possession or under its control.

22.6 SITA shall, as soon as reasonably possible, notify the Client of any unauthorised access to or acquisition of personal information or any reasonable belief that there has been unauthorised access to or acquisition of personal information in its control or possession.

22.7 SITA shall not permit any processing of data by any third-party without the Client's prior notification and written authorisation. Should the Client authorise the processing by a third party, SITA shall enter into an agreement with this third party, with the agreement's provisions relating to data privacy and information security not being less favourable than those of this Agreement.

22.8 SITA warrants that it shall ensure that all its systems and operations which it uses to provide the hardware and/or services, including all systems on which data is processed, shall at all times be of a minimum standard required by law.

23 Domicilia citandi et executandi

23.1 Any notice in terms of this Business Agreement may be hand delivered to the physical address of the Parties, in which event proof of acknowledgement shall be endorsed upon a copy of the notice, together with the name of the recipient and date of receipt, or may be sent by registered post to the nominated postal addresses of the Parties, in which event proof of postage issued by the relevant postal authority shall serve as proof

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23.2 The Parties choose the addresses listed in clause 22.3 for the purposes indicated, or any other address in the Republic of South Africa which they may choose for that purpose and which they inform the other Party in writing from time to time:

23.3 Domiciliacitandietexecutandi:

23.3.1 For the Client

23.3.1.1	Street address:	Municipal Manager Hessequa Local Municipality Van Den Berg Street Riversdale
23.3.1.2	Postal address:	Municipal Manager Hessequa Local Municipality PO Box 29 Riversdale 6670

22.3.2 For SITA (SOC) Ltd

22.3.2.1	Street address:	Chief Executive Officer State Information Technology Agency (SOC) Ltd 459 Tsitsa Street Erasmuskloof Pretoria 0048
22.3.2.2	Postal address:	Chief Executive Officer State Information Technology Agency (SOC) Ltd PO Box 26100 Monument Park 0105

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24 Signatures

The signatories hereof, being duly authorised thereto, by their signatures hereto authorise the execution of the work detailed herein, or confirm their acceptance of the contents hereof and authorise the implementation or adoption thereof, as the case may be, for and on behalf of the parties represented by them.

24.1 For the Client

Thus done and signed at Riversdal on this 30 day of JUNE 2021

Full names: Mr. Johan Jacobs

Municipal Manager for and on behalf of Hessequa Local Municipality

Witnesses:

1. F. KLEINHANS

Full name Signature

2. D. Baker

Full name Signature

24.2 For SITA (SOC) Ltd

Thus done and signed at ERASMUSKLOOF on this 22nd day of JUNE 2021

Full names: Mr. Ntutule Tshenye

Executive: National and Provincial Consulting for and on behalf of the State Information Technology Agency (SOC) Ltd

Witnesses:

1. Thanduxolo Masala

Full name Signature

2. Mogamat Zaid Orrie

Full name Signature

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Annex A: The tasking instrument

This annex serves to detail the documents to be provided and the procedures to be followed as part of the formal tasking of SITA to undertake specific services in terms of this Business Agreement. Where appropriate, and to avoid unnecessary duplication of detail, the documentation stipulated may be combined in one document.

A.1 Documents

A.1.1 The RFI.

A.1.2 The RFP.

A.1.3 The RFQ.

A.1.4 The SLA.

A.1.5 The purchase order

A.2 Procedure

A.2.1 The RFI:

A.2.1.1 An RFI is issued to SITA by the Client.

A.2.1.2 The RFI serves as a formal request for information to SITA.

A.2.1.3 On receipt of RFI, SITA shall formally respond to the Client.

A.2.2 The RFP:

A.2.2.1 An RFP is issued to SITA by the Client.

A.2.2.2 The RFP serves as an invitation to SITA to propose possible solutions to the Client to meet a requirement.

A.2.2.3 The requirement of the Client is stipulated in broad terms in the RFP, including inter alia the following elements:

A.2.2.3.1 The Client's business requirement stated at a high level, bearing in mind the following:

A.2.2.3.1.1 infrastructure, including the establishing and maintenance of mainframe, distributed systems, network and consolidated department support service infrastructure;

A.2.2.3.1.2 application software, including the establishing and maintenance of applications; and

A.2.2.3.1.3 other services, including but not limited to consulting, assistance with the creation, establishing and maintenance of standards/architectures, command and management information, training and project management, and procurement services.

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A.2.2.3.2 To ensure that the unique requirements regarding each of the above elements are addressed satisfactorily, it is of the utmost importance to include the necessary background information and relevant detail in the RFP.

A.2.2.3.3 SITA responds to the RFP by submitting a proposal or proposals, detailing how the requirement shall be satisfied in terms of the desired output, the tasks and activities that need to be undertaken to achieve the output, the resources required and the cost thereof:

A.2.2.3.3.1 The RFP and the response thereto constitute the basis for preliminary negotiations between the Client and SITA regarding the requirement concerned. Sufficient detail to facilitate risk assessment during these negotiations must be included in the SITA response.

A.2.2.3.3.2 Once the appropriate solution and its constituent elements have been adequately identified and agreed on between the Parties, the Client issues an RFQ to SITA.

A.2.2.3.4 Non-disclosure of Information relating to an RFP:

A.2.2.3.4.1 On receipt of a SITA RFP, the Client undertakes to:

A.2.2.3.4.1.1 keep confidential all information (written, including information contained in electronic format, or oral) concerning the business and affairs of SITA that it shall have obtained or received from SITA through the RFP;

A.2.2.3.4.1.2 not without SITA's written consent to disclose nor change the information in whole or in part to any other person save its employees involved in the implementation of this agreement, and who have a need to know the same; and

A.2.2.3.4.1.3 use this information solely in connection with the implementation of this Proposal and not for its own benefit of any third Party.

A.2.2.3.5 The provisions of clause A.2.2.3.4.1 shall not apply to the whole or any part information to the extent that it is:

A.2.2.3.5.1 already known to the recipient without obligation of confidence;

A.2.2.3.5.2 independently developed by the recipient;

A.2.2.3.5.3 publicly available without breach of this agreement;

A.2.2.3.5.4 rightfully received from a third party;

A.2.2.3.5.5 released for disclosure by the disclosing Party with its written consent; or

A.2.2.3.5.6 required to be disclosed in response to a valid order of court or other governmental agency or if disclosure is otherwise required by law.

A.2.3 The RFQ:

A.2.3.1 The desired results and output of the order to follow is stipulated in the RFQ in great detail.

A.2.3.2 In response to the RFP, SITA prepares a formal quotation, together with the related service level agreement or project charter, acceptance of which (the quotation as well as the service level agreement or project charter related or proposal accepted by the Client thereto) is signified by the issuing to SITA by the Client of a purchase order.

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Annex B: Subsistence and travel

B.1 Subsistence and travel (local)

B.1.1 Expenses for subsistence and travel are only applicable when travel is undertaken at the specific request of the Client. The Client shall indicate what mode of travel may be used and whether the Client will provide accommodation.

B.1.2 It is hereby recorded that there is no intention that SITA should make any form of profit on subsistence and travel regarding this Business Agreement. SITA shall only recover actual expenses incurred by SITA in this regard and only regarding the travel mentioned in B.1.1 above.

B.1.3 Subsistence and travel costs are recovered at the actual value paid therefore to the persons concerned, subject to the travel policy and rules and regulations of SITA applicable from time to time and as amended by the specific relevant stipulations herein. Such stipulations shall take precedence.

B.1.4 The policy, rules and regulations of SITA shall be furnished to the Client, as such policy, rules and regulations change from time to time, as to enable the Client to effectively verify amounts claimed by SITA in this regard.

B.2 Assistance and other expenses

B.2.1 The following expenses are claimed in accordance with the SITA travel policy:

B.2.1.1 travel: air tickets, car rental and accommodation; and

B.2.1.2 per diem: (cost of meals and incidental expenses).

B.2.2 Accommodation

B.2.2.1 Actual cost plus the incidental expenses may be claimed.

B.3 Recovery of cost

B.3.1 Subsistence

B.3.1.1 Fixed rate claimed: the fixed allowance plus VAT at the ruling statutory rate shall be recovered.

B.3.1.2 Actual cost claimed: the net cost, after deduction of any input VAT that SITA can rightfully claim, plus VAT at the ruling statutory rate, shall be recovered.

B.3.2 Travelling

B.3.2.1 Actual cost, net of any input VAT that SITA can rightfully claim, plus VAT at the ruling rate, shall be recovered.

B.3.2.2 Cost calculated according to the SITA travel policy, plus VAT at the ruling rate, shall be used to claim back cost regarding usage of SITA employee's private vehicles and SITA pool vehicles.

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B.4 Travelling cost (foreign)

B.4.1 As mutually agreed between the Client and SITA in each particular case.

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ANNEXURE C

HESSEQUA
Munisipaliteit / Municipality / U Masipala

RIVERSDAL
Tel: 028-713 8000
Faks: 028-713 3146
Posbus 29, RIVERSDAL, 6670
E-pos : silent@hessequa.gov.za

MEMORANDUM

FROM : **HEAD: COMPLIANCE, STORES & FLEET MANAGEMENT**

AAN : **BID ADJUDICATION COMMITTEE MEETING**

DATUM : **22 APRIL 2026**

TRANSVERSAL CONTRACT: RT 46- 2026: APPOINTMENT OF CONTRACTORS FOR THE PROVISION OF VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE: PERIOD 1 JULY 2026 TO 31 MARCH 2031

INTRODUCTION

RT 46-2026 is a transversal contract for the provisioning of vehicle fleet management services to the State for a period of 5 years from the 1st of April 2026 to 31 March 2031. **Refer to Annexures A, B and D of RT46-2026**

Hessequa Municipality officially became a participant on the **21st of February 2024 as confirmed in annexure RT46-2026 Contract Circular.**

The municipality opted for the following categories provisioned in the RT tender.

Category A: Managed Maintenance, Repairs, Accident Repairs and Reporting
Category B: Fuel, Oil and Toll Card

Afrirent Fleet Management was appointed for category A, while **Transit Solutions (Pty) Ltd** and **Bidvest Bank Limited** submitted a joint tender as co-bidders for Category B, the supply of a fleet fuel card to the State.

2. OBJECTIVES

2.1 Category A: Managed Maintenance, Repairs and Accident Reporting

This category entails the provision of a comprehensive, cost-effective fleet maintenance solution, including:

- Scheduled and unscheduled maintenance
- Fleet repairs and accident management
- Centralised billing to the Municipality
- Payment administration to service providers
- Maintenance management reporting

2.2 Category B: Fuel, Oil and Toll

This category entails the provision of secure fleet cards to enable the controlled procurement and payment of:

- Fuel
- Oil
- Toll fees

FINANCIAL IMPLICATIONS

The estimated financial implication is calculated as follows:

For the procurement of items/services on RT46-2026 for the period of sixty (60) months, the municipality has an estimated budget of:

Financial year 2026/27: R30 152 480.00
Financial year 2027/28: R31 359 052.00
Financial year 2028/29: R32 770 209.00
Financial year 2029/30: R34 244 868.00 (subject to council approval)
Financial year 2030/31: R35 785 887.00 (subject to council approval)

The table below reflects the estimated administrative fees payable to the service providers. These estimates are based on the current fleet size and usage trends. Historical expenditure under the RT46 FNB contract indicates an average monthly spend of approximately R2 million across both categories.

Estimation of expenditures:

Description (A)	Estimated Budget	Estimated # of Transactions Calculation (C)	Fees	Estimated Cost per year	Estimated Contract Cost (Including VAT)
Total Budget	**R164 312 496.00**				
Category A: Monthly Admin Fee per Vehicle Per Month		12 x 201 (Vehicles) = 2412	R39.50	R95 274.00	**R476 370.00**
Category B: Fuel, Oil and Toll Admin cost for Fuel, Oil and Toll Card		12 x 201 (Vehicles) = 2412	R11.50	R27 738.00	**R138 690.00**
Total Admin Cost					**R615 060.00**
Estimate Repair, Fuel and Oil Cost (95%)					**R120 000 000.00**
Estimate Total Cost					**R120 615 060.00**

RECOMMENDATION:

1. That it be recommended to appoint Bidvest Bank Limited and Afrirent (Pty) Ltd for a period of sixty (60) months, in accordance with the conditions set out under RT 46/2026, and subject to the provisions of Section 33 of the MFMA.
2. That the estimated cost over the term of the contract be recorded as R65 476 370.00 for Category A and R55 138 690.00 for Category B.
3. That the expenditure be funded from the relevant fleet budget votes as listed in the attached annexure.

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STEPHAN BLOCK

HEAD: C, S & Fleet Management

Fleet Votenumbers

Votenumber	Description
2490228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
2490228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
249023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
249023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
249023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
2490232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
3010228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
3010228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
301023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
301023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
301023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
3010232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
3110228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
3110228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
311023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
311023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
311023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
3110232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
4010228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
4010228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
401023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
401023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
401023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
4010232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
4025228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
4025228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
402523024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
402523033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
402523206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
4025232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5010228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5010228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
501023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
501023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
501023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5010232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5310228362B1GIWPZZWM	CONTR: MAINTENANCE OF VEHICLES
5310228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5310228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
531023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
531023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
531023063001GTP8ZZWM	OC: VEHICLE TRACKING
531023206111GMRCZZWM	INV-FUEL IMPOUNDED VEHICLES-ZERO RATED
531023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5310232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5310232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
539022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
539022836181GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
5390228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5390228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
539023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
539023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
539023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5390232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5390232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5410228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5410228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES

541023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
541023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
541023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5410232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
551022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
551022836181GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
5510228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5510228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
551023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
551023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
551023063001GTP8ZZWM	OC: VEHICLE TRACKING
551023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5510232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5510232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
571022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
5710228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
5710228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
571023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
571023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
571023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
5710232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
5710232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
609022836171DIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
609023206121DMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
609522836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
609523024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6095232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
620522836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
620523024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6205232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
621022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6210228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
621023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
621023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
621023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
621523024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
622023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
629022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
629022836181GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6290228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6290228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
629023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
629023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
629023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6290232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6290232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
629122836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6291228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6291228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
629123024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
629123033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
629123206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6291232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6291232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
629222836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6292228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6292228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
629223024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES

6292230333301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
6292232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6292232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6292232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6293228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6293228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6293230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6293230333 01GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
6293232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6293232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6390228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6390230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6510228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6510230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6510232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6525228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6525230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6525232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6525232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6535228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6535228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6535228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6535230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6535230333 01GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
6535232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6535232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6535232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6590228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6590230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6590232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6590232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6591228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6591228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6591228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6591230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6591232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6591232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6591232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6594228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6594228361 81GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6594230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6594232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6594232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6596228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6596228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6596228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6596230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6596230333 01GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
6596232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6596232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6596232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6910228361 71GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6910228361 81GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6910228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6910228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6910230246 11GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
6910230333 01GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
6910232061 21GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL

6910232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6910232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
699022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
699022836181GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
6990228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
6990228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
699023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
699023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
699023063001GTP8ZZWM	OC: VEHICLE TRACKING
699023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
6990232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
6990232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7010228362B1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7010228362C1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
701023024611DMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
701023033301DMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
701023206121DMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7010232360L1DIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
709022836171DIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
709022836181DIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
7090228362B1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7090228362C1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
709023024611DMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
709023033301DMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
709023063001DTP8ZZWM	OC: VEHICLE TRACKING
709023206121DMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7090232360L1DIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7090232360L1DIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7110228362B1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7110228362C1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
711023024611DMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
711023033301DMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
711023063001DTP8ZZWM	OC: VEHICLE TRACKING
711023206121DMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7110232360L1DIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
719022836171DIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
719022836181DIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
7190228362C1DIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
719023024611DMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
719023033301DMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
7210228362B1CIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7210228362C1CIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
721023024611CMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
721023033301CMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
721023206121CMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7210232360L1CIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
729022836171CIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
7290228362B1CIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7290228362C1CIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
729023024611CMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
729023033301CMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
729023206121CMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7290232360L1CIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7290232360L1CIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7310228362B1EIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7310228362C1EIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
731023024611EMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
731023033301EMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS

731023206121EMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7310232360L1EIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7390228362B1EIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7390228362C1EIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
739023024611EMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
739023033301EMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
739023063001ETP8ZZWM	OC: VEHICLE TRACKING
739023206121EMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7390232360L1EIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7390232360L1EIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7410228362B1AIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7410228362C1AIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
741023024611AMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
741023033301AMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
741023063001ATP8ZZWM	OC: VEHICLE TRACKING
741023206121AMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7410232360L1AIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
749022836171AIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
749022836181AIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
7490228362B1AIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
7490228362C1AIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
749023024611AMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
749023033301AMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
749023063001ATP8ZZWM	OC: VEHICLE TRACKING
749023206121AMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
7490232360L1AIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
7490232360L1AIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
801022836171GIWPZZWM	CONTR: MAINT OF EQUIPMENT: VEHICLES
8010228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
8010228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
801023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
801023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
801023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
8010232360L1GIWPZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
8010232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
8110228362B1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
8110228362C1GIXSZZWM	CONTR: MAINTENANCE OF VEHICLES
811023024611GMRCZZWM	OC: INSUR UNDER - PREMIUMS: VEHICLES
811023033301GMRCZZWM	OC: LIC - VEHICLE LIC & REGISTRATIONS
811023206121GMRCZZWM	INV - CONS STORES - VEHICLES - FUEL
8110232360L1GIXSZZWM	INVENTORY - M&S: VEHICLE MAINTENANCE
301023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
401023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
402523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
501023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
531023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
539023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
541023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
551023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
571023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
609523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
620523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
621023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
621523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
622023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
629023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
629123206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
629223206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL

629323206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
652523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
653523206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
659023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
659123206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
659423206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
659623206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
691023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
699023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
701023206021DMRCZZWM	INV - CONS/S - STANDARD R - OIL
709023206021DMRCZZWM	INV - CONS/S - STANDARD R - OIL
711023206021DMRCZZWM	INV - CONS/S - STANDARD R - OIL
719023206021DMRCZZWM	INV - CONS/S - STANDARD R - OIL
721023206021CMRCZZWM	INV - CONS/S - STANDARD R - OIL
729023206021CMRCZZWM	INV - CONS/S - STANDARD R - OIL
731023206021EMRCZZWM	INV - CONS/S - STANDARD R - OIL
739023206021EMRCZZWM	INV - CONS/S - STANDARD R - OIL
741023206021AMRCZZWM	INV - CONS/S - STANDARD R - OIL
749023206021AMRCZZWM	INV - CONS/S - STANDARD R - OIL
801023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL
811023206021GMRCZZWM	INV - CONS/S - STANDARD R - OIL

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CONTRACT: RT46-2026: APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS: 01 JULY 2026 TO 30 JUNE 2031

1. The commencement date for the RT46-2026 is 01 July 2026.

2. This contract will be subject to the General Conditions of Contract (GCC) issued in accordance with Chapter 16A of the Treasury Regulations published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999). The Special Conditions of Contract (SCC) are supplementary to those of the GCC. Where the SCC are in conflict with the GCC, the SCC will prevail.

3. The contract circular for the afore-mentioned contract distributed to user departments by the National Treasury constitutes the official pricing and binding supply agreement between the contractor(s) and the State. End-user institutions are therefore prohibited from making any amendments of any nature to the contract.

4. The National Treasury will communicate all amendments, if any, to the user institutions. It would only be on the receipt of such notification from the National Treasury that user institutions can affect any changes to this contract.

5. From a financial accounting point of view, it is important to verify the correctness of the supplier's invoices for deliveries made in terms of the contract.

6. Should there be any variances between invoice prices and the contract price as reflected in the contract circular, user institutions should query such variances with the relevant contractor prior to processing payment. Payment of prices other than the contract prices will be regarded as a fruitless expenditure.

7. User Institutions are required to provide quarterly historic spend of all the orders placed with contractors. The report will indicate the item number, description, quantities, and value of the order. This information will be analyzed in conjunction with the contractor's quarterly historic spend and will be used for supplier performance management reports.

8. **Placing of Orders**

Nkwama wa Tiko • Gwama la Muvhuso • Nasionale Tesourie • Lefapha la Bosetlhaba la Matlotlo • uMnyango wezezimali • Litiko leTetimali taVelonkhe
Tirelo ya Matlotlo a Bosetlhabe • Tshebeletso ya Matlotlo a Naha • UMnyango weziMali • Isebe leNgxowa Mali yeLizwe

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8.1 Orders must be placed with the appointed contractor awarded per category.

8.2 Orders shall be placed as and when required during the contract period and delivery points must be specified.

8.3 End Users must send a pre-order letter to the contractors awarded on the contract, stipulating the details of the requirement i.e., item code, item description and the price as per the contract circular.

8.4 The contractor will be allowed a maximum of five (5) working days to formally respond to the pre-order letter, indicating how the requirements of the order will be fulfilled. The contractor must confirm whether the order will be fulfilled in full, partially fulfilled, or completely declined.

8.5 Upon confirming that the contractor can fulfil the order, the End User will place the order in accordance with the process specified in the SCC. If the End User does not receive a written response to the pre-order within five (5) working days, the End User must liaise with the contractor on the reasons for delay and report to the National Treasury, should it become a re-occurrence.

8.6 To minimize the administration burden, End User Institutions must refrain from requesting Standard Bidding Documents (SBD) from the awarded contractors, as the competitive process was conducted by the National Treasury. The Central Supplier Database (CSD) report can be used to access the contractor's information. The documents listed in paragraph 9 below must be used as supporting documents.

9. Please find attached the following documents for your information:

9.1 Annexure A: Contract Circular

9.2 Annexure B: Special Conditions of Contract

9.3 Annexure C: General Conditions of Contract

9.4 Annexure D: Contract Deliverables and Service Requirements

10. Important general information:

10.1 All prices are inclusive of 15% VAT.

10.2 All prices are on a delivered basis.

11. The following Government Institutions will participate in this contract:

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NO.	PARTICIPANTS	CONTACT PERSON/S	TELEPHONE NUMBER/S	E-MAIL ADDRESS
1.	Gauteng Department of Roads and Transport G-Fleet Management	Thulani Mkwanazi	(011) 372 8641	Thulani.mkwanazi@gauteng.gov.za
2.	North-West Department of Human Settlements	Millicent Tumane	(018) 388 2474	Kmtumane@nwpg.gov.za
3.	Limpopo Provincial Treasury	MJ Masemola	(015) 298 7087	Masemolamj@treasury.limpopo.gov.za
4.	North-West Department of Community Safety and Transport	MI Lempe	(018) 200 8058	MLempe@nwpg.gov.za
5.	North-West Cooperative Governance & Traditional Affairs	Casper Mbombi	(018) 388 2947	ctmbombi@nwpg.gov.za
6.	North-West Provincial Treasury	Tom Mkhize	(018) 388 4060	tmkhize@nwpg.gov.za
7.	National Department of Transport	Reinette de Villiers	(012) 309 3248	devilliersr@dot.gov.za
8.	Department of Correctional Services	Lebogang Marumule	(012) 305 8248	Lebogang.Marumule@dcs.gov.za
9.	Gauteng Department of Roads and Transport	Mduduzi Moobe	(011) 355 9065	Mdudui.moobe@gauteng.gov.za
10.	Limpopo Department of Transport and Community Safety	Matibidi Letsilane	(015) 295 1616	letsilane@dtcs.limpopo.gov.za
11.	KwaZulu Natal Agriculture and Rural Development	S Diedericks	(033) 343 8135	Sharon.diedericks@kzndard.gov.za
12.	KwaZulu Natal Department of Community Safety and Liaison	Andile Zondo	(033) 897 4614	Andile.zondo@kzntreasury.gov.za
13.	KwaZulu Natal Department of Cooperative Governance and Traditional Affairs	V Parbhoodeen	(033) 260 8192	Vishalparbhoodeen@kzncogta.gov.za
14.	Kwa-Zulu Natal Department of Economic Development, Tourism & Environmental Affairs	Dharshini Raichund	(033) 264 2652	Dharshini.raichund@kznedtea.gov.za

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15.	Kwa-Zulu Natal Department of Education	Nomsa Zwane (AO)	073 282 4365	Nomsa.zwane@kzndoe.gov.za
16.	Kwa-Zulu Natal Department of Health	Khandlo Mtshali	(033) 815 8302	Khandlo.mtshali@kznhealth.gov.za
17.	Kwa-Zulu Natal Department of Human Settlements	Senzo Mthembu	(031) 336 5169	Senzo.Mthembu@kzndhs.gov.za
18.	Kwa-Zulu Natal Legislature	Advocate Khwezi Masondo	(033) 355 7573	masondok@kznleg.gov.za
19.	Kwa-Zulu Natal Department of Public Works	Mlungisi Msili	(033) 355 5495	mlungisi.msili@kznworks.gov.za
20.	Kwa-Zulu Natal Department of Social Development	ES Ndlovu	066 149 5713	Sphephilo.ndlovu@kzndsd.gov.za
21.	Kwa-Zulu Natal Treasury	Andile Zondo	(033) 897 4614	Andile.zondo@kzntreasury.gov.za
22.	KwaZulu-Natal Department of Transport	P Mshengu	(033) 355 8893	Mshengu@kzntransport.gov.za
23.	KwaZulu Natal Department of Sport, Arts and Culture	Linda Dladla	082 062 9224	Dladlal@kzndsac.gov.za
24.	Department of Defence: South African Military Health Service	Peter Lebelo	(012) 402 2791	Peter.Lebelo@dod.mil.za
25.	Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs	Tsakani Isabel Ndzeru	(015) 284 5625	ndzeru.tsakani@limpopo.gov.za
26.	Limpopo Department of Social Development	Lekolwane Monica	078 988 0718	Lekolwanemm@dsd.limpopo.gov.za
27.	North-West Department of Education	KB Moepedi	(018) 388 3341	KMoepedi@nwpg.gov.za
28.	North-West Department of Public Works and Roads	OP Mokelebale	(018) 388 1425	omokolobate@nwpg.gov.za
29.	KwaZulu Natal Department of the Premier	N Hlengwa	082 883 0189	Nhlanhla.hlengwa@kznpremier.gov.za
30.	Limpopo Department of Health	MS Khosa	(015) 293 6349	Sipho.khosa@dhsd.limpopo.gov.za
31.	Limpopo Department of Agriculture and Rural Development	Legodi Nkupulane Emily	(015) 294 3000	LegodiNE@agric.limpopo.gov.za

32.	Mpumalanga Department of Health	Ndumiso Mokoko	(013)766 3452	ndumisomo@mpuhealth.gov.za
33.	Limpopo Department of Economic Development, Environment and Tourism	NA Ngoepe	(015) 293 8580	ngoepene@ledet.gov.za
34.	Department of Electricity and Energy	Fancy Phiri	(012) 406 7713	fancy.phiri@dmre.gov.za
35.	Department of Tourism	Omphemetse Sekgweleo	(012) 444 6337	osekgweleo@tourism.gov.za
36.	Fezile Dabi District Municipality	Mabutho Masondo	072 280 2857	mabuthom@feziledabi.gov.za
37.	Gauteng Department of Environment	Nicholas Malatjie	063 121 8204	Nicholas.Malatjie@gauteng.gov.za
38.	Department of Cooperative Governance, Human Settlements and Traditional Affairs	Thabo Mashile	(013) 766 6449	maropenglp@mpg.gov.za
39.	Ekurhuleni Housing Company	Madimetja Kekana	065 930 7985	madimetjak@ehco.org.za
40.	Department of Planning, Monitoring and Evaluation	Lungisani Rambau	(012) 312 0413	lungisani.rambau@dpme.gov.za
41.	Mpumalanga Provincial Treasury	Thandolwethu Mhlanga	(013) 766 4119	celetc@mpg.gov.za
42.	Eskom Holdings	Pricilla Maoba	(011) 800 3134	MaobaSP@eskom.co.za
43.	Hessequa Municipality	Reginald Bent	(028) 713 8047	reginald@hessequa.gov.za

12. Names and addresses of contractors and other relevant information:

NO.	CONTRACTOR	CATEGORY AWARDED	CONTACT PERSON	POSTAL ADDRESS	TELEPHONE NUMBER	E-MAIL ADDRESS
1.	Afrirent (Pty) Ltd	A & A1	Junaid Ebrahim	Limeroc Business Park Centurion 0179	(012) 880 0108	Junaid@afrirent.co.za tenders@afrirent.co.za
2.	Bidvest Bank	B	Karl Diedricks	P.O. Box 185 Johannesburg 2000	(011) 407 3000	karl.diedricks@bidvestbank.co.za
3.	Mix Telematics Enterprises (Pty) Ltd	C & C1	Wiseman Majozi	PO Box 521068 Saxonwold 2132	065 989 7958	wiseman.majozi@mixtelematics.com

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4.	Fleet Sync (Pty) Ltd	D	Corne Liebenberg	Waterfront Business Park, 9 Pommern Street Gqeberha 6001	(041) 582 4582	corne@fleetsync.co.za
5.	The High Street Auction	E	Janine Marks	1 Hood Avenue, Rosebank, 2196	(011) 684 2707	Janine@highstreetauctions.com

13. CSD numbers of contractors:

NO.	CONTRACTOR	CSD Number
1.	Afrirent (Pty) Ltd	MAAA0160592
2.	Bidvest Bank	MAAA0179017
3.	Mix Telematics Enterprises (Pty) Ltd	MAAA0328374
4.	Fleet Sync (Pty) Ltd	MAAA0753311
5.	The High Street Auction	MAAA0485420

Signed by Priya Lutchman
Signed at 2026-01-30 09:08:05 +02:00
Reason: Witnessing Priya Lutchman

MS. PRIYA LUTCHMAN
CHIEF DIRECTOR: TRANSVERSAL CONTRACTING
OFFICE OF THE CHIEF PROCUREMENT OFFICER
DATE: 30/01/26

For more information contact:
Name: Erica Dennis
Email: Erica.Dennis@Treasury.gov.za
File Ref: 19/1/1/6/1

Annexure A

RT46-2026 - CATEGORY A & A1 (Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting)				
Item Code	Item Description	Contractor	Monthly Admin Fee per vehicle (Including VAT)	Transaction Fee (Including VAT)
RT46-01-01	Category A: Managed Maintenance, Repairs, Accident Repairs and Reporting	Afrirent (Pty) Ltd	R39,50	R0,00
RT46-01-02	Category A1: Managed Maintenance, Repairs, Accident Repairs and Reporting	Afrirent (Pty) Ltd	R39,50	R0,00

RT46-2026 - CATEGORY B (Fuel, Oil and Toll)				
Item Code	Item Description	Contractor	Monthly Admin Fee per Vehicle / Per site (Incl VAT)	Transaction Fee (Incl VAT)
RT46-02-01	Fuel, Oil and Toll Card	Bidvest Bank Limited	R11,50	R0,00
RT46-02-02	Device used for transaction collection per bulk fuel site (Monthly fee)	Bidvest Bank Limited	R345,00	R1,09
RT46-02-03	Mobile device used for the off site collection of fuel transactions	Bidvest Bank Limited	R345,00	R1,09

RT46-2026 - CATEGORY C & C1 (Tracking, On-board Cameras and Driver Management)							
Item Code	Item Description	Contractor	Fitments in Year 1 of the contract	Fitments in Year 2 of the contract	Fitments in Year 3 of the contract	Fitments in Year 4 of the contract	Fitments in Year 5 of the contract
			Price per Unit Per month (VAT included)	Price per Unit Per month (VAT included)	Price per Unit Per month (VAT included)	Price per Unit Per month (VAT included)	Price per Unit Per month (VAT included)
RT46-03-01	Tracking: System 1	Mix Telematics	R79,35	R83,95	R90,65	R103,50	R144,90
RT46-03-02	Tracking: System 2	Mix Telematics	R125,35	R133,40	R147,20	R174,80	R258,75
RT46-03-03	Tracking: System 3	Mix Telematics	R181,70	R192,05	R210,45	R247,25	R358,80
RT46-03-04	Instalation of a tracking unit	Mix Telematics	R0,00				
RT46-03-05	De-instalation of old tracking unit	Mix Telematics	R258,75				
RT46-03-06	Price per Driver tag	Mix Telematics	R82,80				
RT46-03-07	Camera 1: Road Facing Dash Cams	Mix Telematics	R277,26	R310,90	R346,46	R416,62	R600,75
RT46-03-08	Camera 2: Driver of in-cab facing camera	Mix Telematics	R0,00	R0,00	R0,00	R0,00	R0,00
RT46-03-09	Camera 2: Auxiliary Cameras	Mix Telematics	R69,00	R73,60	R85,10	R108,10	R177,10
RT46-03-10	Instalation of camera	Mix Telematics	R0,00				
RT46-03-11	De-instalation of old camera unit	Mix Telematics	R258,75				

* For Item RT46-03-04, 05, 06,10 & 11 - Annual price adjustment will be applied

RT46-2026 - CATEGORY D (Vehicle Condition, Vehicle Booking and Traffic Fine Management)			
Item Code	Item Description	Contractor	Total of Monthly Fee per vehicle (incl VAT)
RT46-04-01	Driver & Vehicle Management	Fleet Sync (Pty) Ltd	R9,06
RT46-04-02	Traffic Fine Management	Fleet Sync (Pty) Ltd	R9,06

RT46-2026 - CATEGORY E (Auctioneering Services)

Item Code	Item Description	Contractor	Price (including VAT) / Percentage
RT46-05-01	Physical Auction: % Comision per Vehicle	The High Street Auction Company (Pty) Ltd	4,60%
RT46-05-02	Physical Auction: Addministration Fee per Vehilce (Incl VAT)	The High Street Auction Company (Pty) Ltd	R1 725,00
RT46-05-03	Online Auction: % Comision per Vehicle	The High Street Auction Company (Pty) Ltd	4,03%
RT46-05-04	Online Auction: Addministration Fee per Vehilce (Incl VAT)	The High Street Auction Company (Pty) Ltd	R1 725,00
RT46-05-05	De-instalation of lights	The High Street Auction Company (Pty) Ltd	R402,50
RT46-05-06	Removal of vehicle signage	The High Street Auction Company (Pty) Ltd	R172,50
RT46-05-07	Car wash	The High Street Auction Company (Pty) Ltd	R0,00
RT46-05-08	Daily Storag Fee: Defleeting to the Auctioneers premises where available, storage per day excceding 2 months	The High Street Auction Company (Pty) Ltd	R51,75

Annexure B

SPECIAL CONDITIONS OF THE CONTRACT

RT46-2026

APPOINTMENT OF CONTRACTORS TO PROVIDE VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS

01 APRIL 2026 TO 31 MARCH 2031

NON-COMPULSORY BRIEFING SESSION TO BE HELD VIRTUALLY ON 14 JULY 2025 ON THE MICROSOFT TEAMS PLATFORM

CLOSING DATE AND TIME OF BID

04 AUGUST 2025 AT 11H00

BID VALIDITY PERIOD: 180 DAYS

National Treasury

Transversal Contracting

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LIST OF ABBREVIATIONS

Abbreviation	Meaning
AARTO	Administrative Adjudication of Road Traffic Offences
BAC	Bid Adjudication Committee
BASA	Banking Association of South Africa
B-BBEE	Broad-Based Black Economic Empowerment
CCGMT	Co-ordinating Committee of Government Motor Transport
COF	Certificate of Fitness as Required under Road Traffic Legislation
CPA	Contract Price Adjustment
CPI	Consumer Price Index
CSD	Central Supplier Database
DTIC	Department of Trade, Industry and Competition
GPS	Global Positioning System
ICASA	Independent Communication Authority of South Africa
MFMA	Municipal Finance Management Act
NT	National Treasury
NDOT	National Department of Transport
OEM	Original Equipment Manufacturer
PASA	Payment Association of South Africa
PFMA	Public Finance Management Act
PPPF	Preferential Procurement Policy Framework
PPR	Preferential Procurement Regulation
RTIA	Road Traffic Infringement Agency,
RTMC	Road Traffic Management Corporation
SANAS	South African National Accreditation System
SBD	Standard Bidding Document
SARS	South African Revenue Services
STATS SA	Statistics South Africa
TCA	Transversal Contracting Agreement
TCD	Transversal Contract Document
VAT	Value-Added Tax
VIN	Vehicle Identification Number

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LIST OF ATTACHMENTS AND ANNEXURES

i. Standard Bidding Documents (SBD's)

ii. Transversal Contracting Documents (TCD's)

iii. General Conditions of Contract (GCC)

iv. Annexure A - Pricing Schedule

v. Annexure B - Contract Deliverables and Service Requirements

vi. Annexure C - Work Allocation

vii. Annexure D - Clearance Document

viii. Annexure D1 - Clearance Document Example

ix. Annexure E - Mandate Document

x. Annexure F - Penalty Schedule

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LIST OF DEFINITIONS

Accounting Officer	Bears the same meaning as defined in the Public Finance Management Act (PFMA) or the Municipal Finance Management Act (PFMA/MFMA)
Book Value	The average value between trade and retail values as contained in the TransUnion Auto Dealer's Guide (M&M (Mead & McGrouther), with adjustments being made for fitted accessories and kilometres
Card	A magnetic or smart card / or equivalent device supplied by the Contractor to facilitate transactions for fuel, where required.
Consortium / Joint Venture	An association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
Contractor	The successful bidder who is awarded the contract to maintain and administer the required and specified services to the State.
Driver	An official/employee in possession of a valid unendorsed driver's license, which enables them to drive a specific category of vehicle and is authorised to do so in terms of a trip authority as issued or any other form of authorisation.
End user department	Any State entity, National or Provincial department that has been approved to utilise this contract and has signed the required mandatory documents with the Contractor.
Entity	Any other end user of the contract that is not a national or provincial department but is approved by the National Treasury to partake in the contract, such as a municipality.
Fleet Responsibility Manager / Fleet Manager	An official designated by the Accounting Officer or Chief Financial Officer to assume accountability for a fleet of vehicles.
Merchant / Supplier	Any legal entity which contracts with the Contractor to provide goods or services to the State. It can include the State's in-house fuel bowser, stores, and workshops.
National Department	Means a department listed in Schedule 1 to the Public Service Act, Act 1 of 1994, excluding the Office of the Premier.
Provincial Department	The Office of a Premier listed in Schedule 1 to the Public Service Act of 1994, and a provincial department listed in Schedule 2 to the Public Service Act of 1994
Roadside assistance	Means any assistance rendered to the driver of a government vehicle when the vehicle has suffered a mechanical failure that leaves the driver stranded or where the vehicle needs to be recovered. Such assistance can include the towing of the vehicle or repair of the vehicle on the side of the road.
Service Plan/Maintenance	a service as that can be optionally procured during the purchasing of the vehicle that will cover all cost in terms of normal services or maintenance as set out in the vehicle's owner

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Plan/Motor Plan	manual or handbook up until a specified kilometres or time period.
Spares / Parts	A part fitted to a vehicle ensuring that the vehicle is fully operational and functional, and has to be replaced due to the malfunction thereof. The fitment of non-OEM approved spares will need to be done in consultation with the relevant client department without jeopardising any warrantees or guarantees in terms of the vehicle.
The State	For the purpose of this contract, it refers to the National, Provincial and Local spheres of government that participate in this contract. This includes constitutional institutions, public entities listed in Schedules 3A and 3C of the PFMA, as well as local authorities.
Transaction	Any arrangement entered into between the State and a merchant with the intervention of the Contractor for the sale of goods and/or the rendering of services. The Contractor shall categorise all the transactions for the State as prescribed herein.
Transport Officer / Controller / Control Officer	An officer appointed by the Accounting Officer in writing to, inter alia, administer the department's State vehicles either at a sub-office within a region, within a region or within a department.
Vehicle	Any reference to a vehicle can include a motor vehicle as registered in terms of the National Road Traffic Act, a vessel (boat) registered in terms of the National Small Vessel Safety Regulations, 2007, as amended, Road Construction Plant and equipment, off-road bikes, quad bikes and golf carts.

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BID DOCUMENT CHECKLIST AND RETURNABLE

Table 1: Bid Document Checklist and Returnable

#	Document Name[1]	Included in the published bid document?	To be returned by the bidder?	Bidder to tick Yes if the document is submitted
PHASE 1: MANDATORY REQUIREMENTS EVALUATION				
1.	Pricing Schedule (**Annexure A**)	Yes	Yes	
PHASE 2: ADMINISTRATIVE REQUIREMENTS EVALUATION				
2.	SBD 1 Invitation to bid	Yes	Yes	
3.	Proof of authority must be submitted as per SBD 1	No	Yes	
4.	SBD 4 Bidders Disclosure	Yes	Yes	
5.	SBD 6.1 Preference Points Claim Form	Yes	Yes	
6.	TCD 13 Authorization Declaration	Yes	Yes	
7.	TCD 13.1 List of goods or services offered	Yes	Yes	
8.	Written confirmation for disclosing tax status by SARS	No	Yes	
9.	Central Supplier Database Report	No	Yes	
10.	CIPC Company Registration Documents	No	Yes	
11.	Copy of Identity Documents of the Owners and Directors	No	Yes	
PHASE 3: TECHNICAL COMPLIANCE EVALUATION				
12.	TCD 13.2 Authorisation Letter of Undertaking	Yes	Yes	
CATEGORY A and A1: MANAGED MAINTENANCE, REPAIRS, ACCIDENT REPAIRS, DATA INTEGRATION AND REPORTING				
13.	Implementation plan	No	Yes	
14.	Reference letter/s	No	Yes	

[1] Table 1 is provided as guidance to assist bidders with documents that must be returned with the bid. The list is not exhaustive, and it is the responsibility of the bidder to provide all required documents as per the provision of each clause in this bid

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15.	CV of Project Manager	No	Yes	
16.	Financial Guarantee	No	Yes	
17.	Liability Insurance Cover	No	Yes	
CATEGORY B: FUEL, OIL AND TOLL				
18.	Implementation plan	No	Yes	
19.	SARB confirmation letter	No	Yes	
20.	Reference letter/s	No	Yes	
CATEGORY C and C1: TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT				
21.	Implementation plan	No	Yes	
22.	Financial Guarantee	No	Yes	
23.	Type Approval Certificate issued by ICASA	No	Yes	
24.	Liability Insurance Cover	No	Yes	
25.	Reference letter/s	No	Yes	
CATEGORY D: VEHICLE CONDITION, VEHICLE BOOKING AND TRAFFIC FINE MANAGEMENT				
26.	Reference letters	No	Yes	
CATEGORY E: AUCTIONEERING SERVICES				
27.	Liability Insurance Cover	No	Yes	
28.	Reference letters	No	Yes	
PHASE 4: PRICE & SPECIFIC GOALS EVALUATION				
29.	Pricing Schedule (**Annexure A**)	Yes	Yes	
30.	Proof of Business Shareholding/Ownership	No	Yes	
OTHER BID DOCUMENT REQUIREMENTS				
31.	Company Profile	No	Yes	
32.	Special Conditions of Contract	Yes	Yes	
33.	General Conditions of Contract	Yes	Yes	

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SECTION A: INTRODUCTION AND TERMS OF REFERENCE

1 DESCRIPTION AND FORMAT OF THE BID

1.1 This bid is for the appointment of contractors to provide vehicle fleet management services to the State for sixty (60) months. The anticipated commencement date is 01 April 2026.

1.2 This bid document is structured as follows:

1.2.1 Section A: Introduction and Terms of Reference

1.2.2 Section B: Conditions of Bid

1.2.3 Part 1: Evaluation Criteria

1.2.4 Part 2: Additional Bid Requirements

1.2.5 Part 3: Recommendation and Appointment of Bidders

1.2.6 Section C: Conditions of Contract

2 LEGISLATIVE AND REGULATORY FRAMEWORK

2.1 This bid and all contracts emanating therefrom will be subject to General Conditions of Contract issued per Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999) (PFMA) as well as the Preferential Procurement Policy Framework Act 2000 (PPPFA) with its latest 2022 regulations.

2.2 The Special Conditions of Contract (SCC) are supplementary to that of the General Conditions of Contract (GCC). However, where the Special Conditions of Contract conflict with the General Conditions of Contract, the Special Conditions of Contract prevail.

2.3 This bid is subject to all applicable industry-related legislation, particularly the legislation stated below:

2.3.1 Financial Advisory & Intermediary Services Act, Act 37 of 2002 and its Regulations

2.3.2 Banks Act, 1990, Act No. 94 of 1990, Act 13 of 2002 and its Regulations

2.3.3 Provisions of the Protection of Personal Information Act, Act No. 4 of 2013 and its Regulation.

2.3.4 Consumer Protection Act, 68 of 2008 and its Regulations

2.3.5 Companies Act, Act 71 of 2008

2.3.6 Transport Laws and Related Matters Amendment Act, Act 3 of 2013

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3 OBJECTIVE OF THE BID

3.1 To arrange the RT46-2026 transversal contract for the appointment of contractors to provide vehicle fleet management services to the state for a period of sixty (60) months.

3.2 For the promotion of historically disadvantaged individuals as per the specific goals (maximum 10 points) allocated in terms of the Preferential Procurement Regulations 2022 issued according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

3.3 For the promotion of historically disadvantaged individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), ("the Interim Constitution") and who is a female.

4 BRIEFING SESSION

4.1 A non-compulsory virtual briefing session will be held as follows:

Venue: Microsoft Teams. The link to register and attend the briefing session is included in the National Treasury website and e-tenders. Bidders can click on the link below to access the briefing session:

RT46-2026 Briefing Session Link

Date: 14 July 2025

Time: 10h00 to 12h00

4.2 The bid information session is not compulsory but will provide bidders with an opportunity to obtain clarity on certain aspects of the procurement process as set out in this bid document. The National Treasury reserves the right to answer questions at the briefing session and/or to respond formally after the briefing session.

5 TERMS OF REFERENCE

5.1 INTRODUCTION

5.1.1 The RT46-2026 bid is for the provision of vehicle fleet management services to the State for a period of sixty (60) months.

5.1.2 Transversal Contract RT46-2026 has been established to provide participating state institutions with a comprehensive and fully integrated fleet management solution. This arrangement is designed to ensure the efficient and cost-effective operation of government vehicles. These include managed maintenance, repairs, accident handling, data integration, fuel, and toll procurement, tracking, on-board cameras, driver monitoring, vehicle condition, booking systems, traffic fine management, and auctioneering services.

Initials_____

5.2 **SCOPE OF WORK**

The minimum scope of work required for RT46-2026 includes the following. The detailed contract deliverables and service requirements per category are attached as **Annexure B**, and appointed contractors will be required to undertake these services in accordance with the contract conditions.

5.2.1 **Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting**

5.2.1.1 The state requires a comprehensive managed maintenance solution for its entire fleet. The appointed Contractor will be responsible for ensuring that the state's fleet is effectively managed and maintained, with all necessary repairs and accident-related repairs being conducted.

5.2.1.2 Category A and A1 will require the contractor to develop and maintain a fleet management system that enables the State to manage various fleet processes. The category will be divided into Category A and A1, and the reason for Category A1 is to accommodate users with varying maintenance requirements and processes, such as law enforcement, and provide reporting on key fleet management areas.

5.2.1.3 The maintenance management functions will encompass all aspects of maintenance, repairs, accident repairs, vehicle inspections, merchant payments, billing to end-users, and the provision of support services, including a call centre and provincial offices.

5.2.1.4 The Contractor will be tasked with ensuring cost-effective fleet management for the state, including integrating data from all Contractors, conducting management reporting, performing fleet analysis, identifying trends, and minimising risk.

5.2.1.5 The State requires a web-based solution for the seamless uploading of data obtained from Categories B to E of this bid into a unified fleet reporting platform. The contractor is further expected to integrate data from the different categories into meaningful and advanced fleet management reports that will assist Fleet Managers with decision-making on both operational and strategic levels.

5.2.1.6 The Contractor appointed under this Category must provide the reports on all users of the contract for all categories, irrespective of them not making use of the services as set out in Category A or A1. Some users may only make use of a fuel card or a tracking device. Such information shall be incorporated into a single reporting platform.

5.2.1.7 The platform should make provision for mobile-friendly web access or an Android and IOS Application through which fleet information can easily be accessed and approvals for maintenance and repair transactions can be granted.

5.2.1.8 The contractor must ensure that they have the required systems in place to ensure the sharing of large data sets of information. This can be done through a self-service portal or a data sharing platform.

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5.2.1.9 The contractor must ensure that measures are in place to ensure the accuracy of data. This must be done through regular system and data audits.

5.2.1.10 Management and conducting inspections of merchants.

5.2.1.11 Conduct Pre-inspection and Post-inspection of vehicles.

5.2.1.12 Payments of merchants and billing to end-user departments.

5.2.1.13 Provide support services such as a call centre and ensure a national footprint (offices in all nine provinces) to ensure efficient delivery of services to all participating departments nationwide.

5.2.2 **Category B: Fuel, Oil and Toll**

5.2.2.1 The State requires a solution for the procurement of fuel, oil and toll and, where applicable, alternative fuels or electric charging. This includes the provision of fuel cards to be used for the payment of fuel, oil and toll.

5.2.2.2 A system for collecting fuel transactions from bulk fuel sites and the management of on-road fuel distribution from bulk fuel sites.

5.2.2.3 The management and verification of all fuel transactions, including the oversight of transaction flows, payment to fuel merchants, billing to end users, and generation of management reports.

5.2.2.4 Ensuring the integration of transactional data with the contractor appointed under Category A.

5.2.2.5 Issuing of bulk fuel cards, where required.

5.2.2.6 The payment of fuel merchants and the billing to end-user departments.

5.2.3 **Category C and C1: Tracking, On-board Cameras, and Driver Management**

5.2.3.1 Category C will be divided into Category C and C1 to address the needs of users with varying requirements and processes, such as hosting the system on in-house servers for meeting additional security requirements, such as law enforcement.

5.2.3.2 The State requires the procurement of three (3) distinct tracking and vehicle monitoring systems under this contract. The tracking devices must accommodate basic, intermediate, and advanced units.

5.2.3.3 All tracking systems will be leased for the full duration of the contract. The State will not purchase any units.

5.2.3.4 The Contractor will be required to remove all units fitted during the contract period upon the termination of the contract.

5.2.3.5 The State requires a "tag" or a secure method to identify the driver of each State vehicle.

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5.2.3.6 For on-board camera requirements, units must be equipped with a microphone and speaker and support audio recording functionality where required, must be operational at all times and support live streaming.

5.2.3.7 The state requires the procurement of three (3) distinct cameras: road-facing dash cam, driver or in-cab facing cameras and auxiliary cameras.

5.2.4 **Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management**

5.2.4.1 The State requires a web-based solution for the management of vehicle bookings, identification of the driver through a booking system.

5.2.4.2 Linked to this system, the Contractor must ensure that the government can manage and reroute traffic fines upon receiving the pre-notification through the AARTO system. This should be done with consideration of the geographical areas in which these vehicles operate and should include support for mobile operating systems such as iPhone Operating System (iOS) and Android-related applications or a mobile-friendly web interface.

5.2.5 **Category E: Auctioneering Services**

5.2.5.1 The State requires a Contractor to render professional auctioneering services.

5.2.5.2 This service will include both physical and online auctions, with provisions for de-fleeting, whereby all vehicles will be transported to the auctioneer's premises for sale.

6 **TECHNICAL SPECIFICATIONS REQUIREMENTS**

6.1 The detailed contract deliverables and service requirements are as per **Annexure B** for the bid, which is for the provision of vehicle fleet management services. The bid consists of five (5) categories with a total of twenty-six (26) line items. The summary details are as follows:

Table 2: Summary of Technical Specifications Categories

#	CATEGORY	CATEGORY DESCRIPTION	ITEMS IN THE CATEGORY
1.	Category A & A1	Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	2
2.	Category B	Fuel, Oil and Toll	3
3.	Category C & C1	Tracking, On-board Cameras and Driver Management	11
4.	Category D	Vehicle Condition, Vehicle Booking and Traffic Fine Management	2
5.	Category E	Auctioneering Services	8
TOTAL NUMBER OF ITEMS IN THE BID			26

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6.2 Financial Considerations and Funding

6.1.1 Attached to the bid as **Annexure J** are the statistics, including historical expenditure on the contract. All contractors must ensure that they have sufficient funding available for the execution of the contract. The estimated quantities will be used for the determining the total value of the group series for allocation of points for price, please refer to the pricing schedule, **Annexure A**.

6.1.2 National Treasury will sign any credit facility letter as may be required for Category A and Category B in terms of the Banks Act, 1990 Act No. 94 of 1990 Act 13 of 2002 and its Regulations as required.

6.1.3 The Credit Facility Letter must be in line with the requirements of the contract, with no counter conditions. The Credit Facility Letter must be submitted to National Treasury within three weeks of the award of the Contract.

6.1.4 The State reserves the right to negotiate the contents of the Credit Facility letter with the successful bidders.

6.3 Relevant Statistics and Estimated Quantities

6.1.5 Please note that these statistics (**Annexure J**) are provided solely for the purpose of preparing this bid and serve only as a guideline for the expected volumes of this contract. The State does not guarantee that the number of vehicles in the fleet at the time of implementation will match the figures indicated in this document. These are merely estimates to assist in the compilation of bids.

6.1.6 The State does not and shall not guarantee the fleet size or any other statistics provided as part of this bid as contracted by the State.

6.1.7 The Contractor is required to obtain knowledge of the State's business principles and accordingly assist with the optimisation of its fleet. Consequently, the Contractor will be contractually required throughout the contract period to provide recommendations to optimally manage the fleet size and cost.

6.1.8 The statistics provided to assist the contractors in the compilation of their bids are attached to this document as Annexure J.

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SECTION B: CONDITIONS OF BID

7 PART 1: EVALUATION CRITERIA

7.1 The details of the evaluation phases are outlined below:

Table 3: Evaluation Criteria

Phase 1	Phase 2	Phase 3	Phase 4
Mandatory Requirements	Administration Requirements	Technical Compliance	Price and Specific Goals
Compliance with mandatory requirements	Compliance with the Administration documents requirements	Compliance with the technical specifications and requirements	Bids evaluated in terms of the 90/10 preference points system

7.1.1 The State may conduct due diligence during any of the evaluation phases to confirm the information submitted by the bidder, and any misrepresentation by the bidder may disqualify the bid thereof.

7.2 PHASE 1: MANDATORY REQUIREMENTS

7.2.1 Bidders' must submit all required documents indicated hereunder with the bid documents at the closing date and time of the bid. During this phase, bidders' responses will be evaluated against the mandatory requirement for compliance. Bidders who fail to comply with the mandatory requirement will be disqualified.

7.2.2 **Pricing Schedule**

7.2.2.1 The pricing schedule **(see Annexure A)** provided in this bid forms an integral part of the bid document, and bidders must ensure that it is completed in full without changing the structure thereof.

7.2.2.2 Bidders are required to complete a mandatory Pricing Schedule Annexure A as a response to how much the items offered will be charged. Failure to submit the Annexure A Pricing Schedule will invalidate the bid response.

7.2.2.3 The pricing for this bid is required to be on a national level.

7.2.2.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.2.2.5 Prices submitted in this bid must be filled in on the field provided on the Pricing Schedule supplied with the bid. Price structures that do not comply with this requirement will invalidate the bid.

7.2.2.6 Prices must be all-inclusive, this includes VAT (if registered for VAT), and any other related costs that may influence the price. No additional costs will be considered post-award.

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7.2.2.7 The Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.

7.3 **PHASE 2: ADMINISTRATION AND LEGISLATION REQUIREMENTS EVALUATION**

7.3.1 Bidders must submit the following documents listed below to comply with the policy to guide uniformity in procurement reform processes.

7.3.1.1 **SBD 1 –** Invitation form to bid.

7.3.1.2 **Proof of Authority –**This is proof that the company representative has been given authority by the company to sign bid documents on their behalf as required on SBD 1.

7.3.1.3 **SBD 4 –** Bidders Disclosure

7.3.1.4 **SBD 6.1 -** Preference points claim form.

7.3.1.5 **TCD 13 and 13.1 - Authorization Declaration -** All bidders are required to complete the "Authorisation Declaration" (TCD 13 and TCD 13.1) for all relevant services in full, sign it, and submit it together with the bid response at the closing date and time of the bid invitation.

7.3.1.6 **Central Supplier Database -** Bidders are required to submit their Central Supplier Database report.

7.3.1.7 **Written Confirmation to disclose tax status -** Bidders must submit a Tax Pin issued by SARS. This tax pin is deemed as a confirmation that, on an ongoing basis during the bid evaluation and the tenure of the transversal contract, the State may access the bidder's tax compliance status.

7.3.1.8 **Company registration documents issued by CIPC -** Bidder must submit proof of registration with the Companies Intellectual Property Commission (CIPC). In a case where the shareholding percentage is not indicated on the CIPC registration documents, an additional shareholding certificate issued by the relevant authority detailing the shareholding of the bidder must be submitted.

7.3.1.9 **Copy of Identity Document (Directors/Owners) -** Bidders are required to submit a copy of an identity document of the directors and/or owners.

7.3.2 Failure to submit the documents indicated above, even after the bidder has been notified and given a maximum of seven calendar days to rectify, may invalidate the bid.

7.4 **PHASE 3: TECHNICAL SPECIFICATION REQUIREMENTS**

7.4.1 Only bidders who have complied with Phases 1 and 2 will be evaluated in Phase 3. During this phase, bidders' responses will be evaluated based on the technical requirements applicable to the category or categories for which they are bidding. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated.

7.4.2 The technical compliance evaluation is in two parts, **Part A** and **Part B**.

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7.4.3 For Categories A and C, only the bidders who fully comply with **Part A** of the evaluation requirements will be evaluated further in **Part B**.

7.4.4 For Categories B, D & E, only the bidders who fully comply with **Part A** of the evaluation requirements will proceed and be evaluated further in Phase 4 of the evaluation.

PART A

7.4.5 **Authorization Declaration:**

7.4.5.1 Any bidder who is using a sub-contracting partner to offer the required service offering must submit a valid Third-Party Undertaking letter (template provided as TCD 13.2) in full for all relevant services. The letter of undertaking from the service partner/sub-contracting partner must include a letter with the following information:

a) In terms of equipment: Item(s) number, item description, and brand/model name.

b) In terms of solution services, installation, maintenance, management offered by subcontracted service partners – the bidder must list the type of service to be offered by the relevant service partner/sub-contracting partner.

c) The letter must be on the service partner/sub-contracting partner's letterhead, dated and signed.

d) The letter must not be older than 30 days at the closing date and time of the bid.

e) The letter must have the contact's name, physical and postal address, telephone, and email details, and the capacity with which a person is signing the letter.

f) All the information on the letter must be in English.

7.4.5.2 The letter of undertaking must be from the service partner/sub-contracting partner that the service will be offered. The letter of undertaking and supporting documents must be submitted with the bid at the closing date and time of the bid.

7.4.5.3 The State reserves the right to verify any information supplied by the bidder in the Authorisation Declaration, and should the information be found to be false or incorrect, the State will exercise any of the remedies available to it in this bid document.

7.4.5.4 The bidder must ensure that all financial and supply arrangements for goods or services have been mutually agreed upon between the bidder and the third party. No agreement between the bidder and the third party will be binding on the State.

7.4.5.5 Failure to submit a duly completed and signed Authorisation Declaration, with the required annexure(s), by the above provisions may invalidate the bid for such goods or services offered.

7.4.6 **Financial Guarantee:**

7.4.6.1 Where a bidder is applying for more than one Category, the bidder may submit a single Financial Guarantee confirmation letter, provided that the total value of the guarantee equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.

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7.4.7 **Liability Insurance Cover:**

7.4.7.1 Where a bidder is applying for more than one Category, the bidder may submit a single Liability Insurance Cover letter, certificate or quotation, provided that the total value of the cover equals the combined amounts required for each category, see instructions in paragraph 7.4.10 below.

7.4.8 **Implementation Plan**

7.4.8.1 Where a bidder is applying for more than one Category, the bidder must submit separate Implementation Plans for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.9 **Reference Letters**

7.4.9.1 Where the bidder is applying for more than one Category, the bidder must submit separate Reference Letters for each category, clearly addressing all the elements specified for that category, as outlined in the table in paragraph 7.4.10 below.

7.4.10 The table below outlines the compliance documents that bidders must submit. Non-compliance with any of the requirements listed below will result in the disqualification of the bid for the relevant category or categories being evaluated:

#	Compliance Documents per Category:
	Category A and A1: **Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting**
1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. Analysis of the bidder's current system and the necessary developments to meet the contract requirements. ii. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. iii. System training on maintenance procedures, drawing of reports and other operational processes to the end users of the contract. iv. The bidder's current call centre setup, training of call centre agents and capacity
2.	**Reference Letter/s:** The bidder must submit a reference letter/s confirming fleet management experience in the management of maintenance and repairs for at least 5,000 vehicles over five (5) years. The 5000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years.

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	The following information must be contained in the reference letter/s: i. Confirmation of maintenance and repair services, indicating the number of vehicles and the period over which the services were rendered. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone, and email details, and the capacity of the person signing the letter.
3.	**Curriculum Vitae (CV) of Project Manager for RT46-2026:** The proposed Project Manager must have at least 10 years' experience in fleet management and the implementation of similar projects. In order to prove this, the bidder must submit the CV of the individual, clearly outlining the number of years of experience in fleet management and implementing similar projects, along with specific roles and responsibilities held.
4.	**Financial Guarantee:** The bidder must submit a financial guarantee confirming access to funding in the amount of R150 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA). To this extent, the financial guarantee must be dated and signed and must contain the following information: i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Guarantee must be addressed to the bidding company v. Indicate access to funding of R150 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
5.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R100 million.
Category B: Fuel, Oil and Toll	

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1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. The process of how data will be integrated, verified and tested to ensure that the data is accurate and complete. ii. Processes for the manufacturing and printing of fuel cards. iii. Distribution of fuel cards
2.	**SARB confirmation letter:** The bidder must be a registered bank licensed in terms of the Banks Act, No. 94 of 1990. In order to prove this, the bidder must submit their valid confirmation letter or valid certificate issued by the South African Reserve Bank, confirming its registration.
3.	**Reference letter/s:** The bidder must submit reference letters that confirm the provision of fuel cards and fuel management for at least 10,000 vehicles over a period of five (5) years. The 10,000 vehicles can be made up of multiple contracts, as supplied in different reference letters. The reference letter/s must not be older than five (5) years. The following information must be contained in the reference letter/s: i. Confirmation of the number of fuel cards issued and the facility provided. ii. The letter/s must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone and email details and the capacity of the person signing the letter/s.
Category C and C1: **Tracking, On-Board Cameras, and Driver Management**	
1.	**Implementation Plan:** The bidder must submit an implementation plan detailing the activities with clear timelines to ensure that the contract is successfully implemented. The full implementation must be completed on or before the contract commencement date of 1 April 2026. The implementation plan must address the following key activities: i. Fitment schedules for tracking units ii. The maximum and minimum number of units to be fitted iii. Reference to geographical areas, the number of technicians or subcontractors iv. SIM card or activation management, v. The details of secured fitment sites or whether government premises will be required.
2.	**Financial Guarantee:**

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	The bidder must submit a financial guarantee confirming access to funding in the amount of R10 million. The financial guarantee must be issued by a registered South African bank regulated by the South African Reserve Bank (SARB), by a licensed financial institution or insurer regulated by the Financial Sector Conduct Authority (FSCA). To this extent, the financial guarantee must be dated and signed and must contain the following information: i. Must be on the official letterhead of the issuing financial institution ii. Name of the financial institution iii. Contact details of the financial institution, which include physical and postal address, telephone numbers and email address iv. Financial guarantee must be addressed to the bidding company v. Indicate access to funding of R10 million vi. Indicate that it is explicitly issued for RT46-2026 and valid for the entire contract duration, i.e. 01 April 2026 to 31 March 2031 vii. Full name, designation and capacity of the individual signing the guarantee.
3.	**Type Approval Certificate issued by the Independent Communications Authority of South Africa (ICASA):** The bidder must submit a copy of their valid Type Approval certificate issued by ICASA, confirming that the electronic communication equipment intended for installation, tracking and monitoring complies with national regulatory standards.
4.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of not less than R5 million.
5.	**Reference letter/s:** The bidder must provide reference letter/s that confirm the fitment and management of at least 10,000 vehicles (units) over a period of 5 years. The following information must be contained in the letter: i. Confirmation of the number of vehicles ii. The letter must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letter/s.
Category D: Vehicle Condition, Vehicle Booking and Traffic Fine Management	
1.	**Reference letters:**

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	The bidder must submit at least two (2) reference letters, confirming experience in the development of fleet-related IT systems. The following information must be contained in the letters: i. Confirmation of services rendered where fleet-related IT development was a requirement. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's, physical and postal address, telephone, email details, and the capacity of the person signing the letters.
Category E: Auctioneering Services	
1.	**Liability Insurance Cover:** The bidder must submit valid proof of liability insurance cover, in the form of a confirmation letter, certificate or a quotation from an insurer that is licensed and regulated by the Financial Sector Conduct Authority (FSCA), indicating coverage of no less than R10 million.
2.	**Reference Letters:** The bidder must submit at least three (3) reference letters confirming experience in conducting similar projects. The reference letters must clearly indicate that the bidder has auctioned a minimum of 150 vehicles, either on multiple occasions or during a single auction event. The following information must be contained in the reference letters: i. Confirmation of auctioneering services and the number of vehicles auctioned. ii. The letters must be on the client's letterhead, dated and signed. iii. Have the client's name, physical and postal address, telephone. and email details, and the capacity of the person signing the letters.

PART B

7.4.11 **SYSTEM MANAGEMENT SOLUTION REQUIREMENTS**

7.4.12 Part B is only applicable to bidders who offered a bid for category A and C and have complied with Part A for categories A and C. During this evaluation phase, bidders' responses will be evaluated based on their system capacity and capability.

7.4.13 **Demonstration of system capacity and capability**

7.4.13.1 Shortlisted bidders will be required to demonstrate their system capabilities as part of the evaluation process. The National Treasury will notify shortlisted bidders of the date and time of their live demonstration, which will be held physically at the premises of the bidder. Bidders are advised to be prepared to present and demonstrate as required at any time after the closing date and time of the bid, as scheduling will be at the discretion of the National Treasury.

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7.4.13.2 The bidders' system must be fit for purpose. The table below will serve as the basis for confirming the technical requirements during Part B of the evaluation process, as outlined in the Special Conditions of Contract for Category A and Category C. The bidder will be required to conduct a live demonstration and presentation of their system, addressing each of the requirements listed below.

7.4.13.3 Only the bidders that fully comply with all the technical system requirements listed in the table below (Table 4: Technical System Requirements) will be considered and proceed to Phase 4.

7.4.13.4 Where the minimum requirements outlined in this document are already fulfilled by the bidder, such features should be demonstrated as part of the live demonstration.

7.4.13.5 In cases where a requirement is unique to this contract or not currently supported by the bidder's system, the bidder must address this in their presentation, outlining the necessary developments and providing a detailed plan with time frames for how these will be implemented.

7.4.13.6 Technical System Requirements:

Table 4: Technical System Requirements for Part B Evaluation

#	SOLUTION TECHNICAL SYSTEM REQUIREMENTS
Category A and A1: Managed Maintenance, Repairs, Accident Repairs, Data Integration and Reporting	
1.	New Customer / Loading of End User
	Demonstration of the process for loading a new client and capturing information. Minimum requirements: a) **Name of entity**: Include reference to the levels of reporting as per the SCC. b) **Address**: Full address details of the entity. c) **Names and contact details of officials**: Capture and verify the names and contact information of relevant officials. d) **Verification of billing cut-off dates**: Ensure billing cut-off dates are accurately verified. e) **Billing details**: Capture billing details in accordance with the defined levels. f) **Mandate details management**: Capture and manage mandate details in compliance with Section 15 of Annexure B
2.	Onboarding of vehicles
	Demonstration of how an asset / vehicle is imported or captured onto the maintenance system with all the relevant fields. a) **Relevant fields to be captured:** b) **Vehicle Identification Number (VIN)**: Unique identifier for the vehicle. c) **Asset/Vehicle type**: Classification of the vehicle (e.g., sedan, truck, etc.). d) **Make and model**: Manufacturer and model of the vehicle.

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	e) **Engine number:** Unique identifier for the engine. f) **Registration number:** Vehicle's registration number. g) **Date of registration:** Date when the vehicle was registered. h) **Vehicle colour:** Colour of the vehicle. i) **Odometer reading:** Current mileage or usage of the vehicle. j) **Service history:** Record of past maintenance and repairs. k) **Owner/Assigned Department:** Name of the vehicle owner or the department responsible. l) **Maintenance schedule:** Frequency and type of services required (e.g., oil, service/ maintenance intervals, change, tyre rotation). m) **Maintenance and Service plans:** Should have the details of all maintenance and service plans. n) **Vehicle status:** Current operational status (active, inactive, in service, etc.). o) **Part numbers (Such as serial numbers on batteries etc.)** p) **Parts warrantees:** Warrantees on parts fitted during service, maintenance or repairs
3.	Onboarding of merchants
	Demonstration: Process for importing or capturing merchant details onto the maintenance system **Minimum Requirements:** a) **Merchant name:** Full name of the merchant or service provider. b) **Contact details:** Including phone numbers, email addresses, and primary point of contact. c) **Address:** Full physical address of the merchant. d) **GEO location:** Geographical location (latitude and longitude) of the merchant. e) **Capacity:** The merchant's operational capacity (e.g., number of vehicles they can service). f) **Capabilities (Specialization):** Specific areas of expertise or services the merchant specializes in (e.g., mechanical repairs, auto electrical, etc.). g) **BBBEE Details:** Information regarding the merchant's Broad-Based Black Economic Empowerment (BBBEE) status. h) **HDI Ownership Information:** Details regarding the ownership by Historically Disadvantaged Individuals (HDI). i) **Past expenditure per merchant:** Historical spending or expenditure data with the merchant.
4.	Request for Maintenance of Repairs
	End users submitting a request for maintenance or repairs **Minimum Requirements:** a) **Initiation of the transaction:** The request should be initiated through the call center, the system, or a mobile application.

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	b) **Identifying the maintenance requirement:** The system must capture the specific maintenance or repair needs as provided by the end user. c) **Identifying the merchant:** Selection of an appropriate merchant based on their capacity and capabilities to handle the requested work. d) **Obtaining a quotation:** The process must include obtaining a formal quotation from the chosen merchant for the required work. The bidder needs to indicate what measures will be implemented to meet the required time frames as per the SCC. e) **Work distribution requirements:** Detailed explanation of how the work distribution, as outlined in Annexure C, will be adhered to and met.
5.	Validation of maintenance or repair quotations
	Minimum Requirements: a) **Quotation comparison:** The received quotation from the merchant must be compared against the following criteria: b) **Electronic quoting tool/ system:** The system should provide an accurate electronic quoting tool that ensures acceptable parts pricing and labour times for the work to be undertaken. c) **Labour:** The system must have hourly labour rates to be used for benchmarking when the quotation is received – including the anticipated timeframe within which the job needs to be completed and the total price for labour. d) **Independent parts platform and pricing:** The bidder must explain how an independent parts platform will be established and maintained, and how this platform will be incorporated into the system to ensure that part prices are independent. This must include how net Original Equipment Manufacturer (OEM) pricing will be sourced. e) **Best alternate part options:** The bidder must describe how the system will determine and incorporate the best available alternate part options, where applicable. f) **Management of time and value elements:** The system must demonstrate how it manages all time and value components of the repair process, ensuring accuracy and transparency.
6.	Approval of the maintenance or repair
	Minimum Requirements: a) **End User Mandates:** The system must clearly indicate how end user mandates will be managed throughout the approval process. b) Approval process: The system must provide a method for obtaining approval from the end user, which can be via the system, email, or mobile application. c) **Communication with merchant:** Once approval is obtained, there must be a clear process for communicating the approval to the merchant and informing the end user.

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	d) **Follow-up:** A mechanism must be in place to follow up with the merchant to ensure they have received the authorization and can proceed with the maintenance or repair.
7.	Electronic accident repair quotation system
	Minimum requirements: a) **System demonstration:** The bidder must demonstrate the electronic accident repair system, addressing the following key aspects: b) **Damage Assessment:** Explanation of how the system will assess the damage to the vehicle. c) **Parts Pricing:** How the system will incorporate parts pricing into the quotation process. d) **Quotation Generation:** The method by which the system determines and generates accurate repair quotations. e) **Alternative Presentation:** If the electronic accident repair system is not part of the bidder's current system, a presentation must be provided detailing the system the bidder will implement.
8.	Vehicle inspections
	Minimum Requirements: a) **Electronic Vehicle Inspections**: The bidder must indicate how electronic vehicle inspections will be conducted, outlining the use of technology in the process. b) The system must demonstrate how it will ensure that the required time frames as set out in the SCC for inspections will be met.
9.	Merchant inspections
	Minimum Requirements: a) **Electronic Merchant Inspections**: The bidder must indicate how electronic merchant inspections will be conducted, detailing the use of technology in the process. b) The system must demonstrate how it will ensure compliance with the required time frames for completing merchant inspections.
10.	Billing
	Minimum requirements a) **Current billing to end users**: The bidder must demonstrate their current billing process to clients, including the classification of different types of transactions. b) **Billing Cut-off Dates**: The system should demonstrate how it accommodates different billing cut-off dates for various transactions. c) Levels **of Billing**: The system must indicate how it handles different levels of billing. For example, billing a National Department at the provincial level, or another entity at a regional level, should be clearly outlined.
11.	Reporting requirements
	Minimum Requirements:

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	a) Report **Generation**: The bidder must demonstrate how different reports are generated on the system, allowing for variable parameters. b) Basic **Reports**: The system must generate essential reports such as: Asset register Maintenance expenditure Types of maintenance Vehicles with services due, etc. c) **Web Interface Accessibility**: The bidder must explain how these reports will be made available to end users of the contract via a web interface, with access granted to officials at different levels. d) **User Validation**: The system must indicate how user validation will be managed through password protection, ensuring secure access to reports.
12.	Access to documentation and Audit trails
	Minimum Requirements: a) **Audit Trails**: The system must maintain audit trails to track documents and approvals throughout the process, ensuring transparency and accountability. b) **Action Logging**: Every action taken within the system must be logged securely, protecting both end users and administrators. c) **Access to transaction-related documentation**: The bidder must indicate how end users will have access to transaction-related documentation, including quotations, vehicle inspections, and approvals.
Category C and C1: **Tracking, On-Board Cameras, and Driver Management**	
1.	Vehicle Tracking:
	Minimum Requirements: a) **System 2**: • The bidder must demonstrate, on a live system, how a current vehicle is being tracked. • The system should show how speeding events are identified. • The process for setting up zones must also be demonstrated. b) **System 3**: The bidder must indicate how the requirements of System 3 are met, with the addition of some features such as: • Monitoring vehicle ignition • Battery connectivity monitoring • Monitoring of excess idling

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	• Over-revving monitoring
2.	On-Board Cameras:
	a) The bidder must demonstrate, on a live system; • How the various cameras that are fitted to vehicles are operated, including live streaming, capturing of incidents and the viewing of historical footage.
3.	Reporting requirements:
	Minimum Requirements: a) **Vehicle Tracking Reports**: The bidder must demonstrate how basic vehicle tracking reports are generated on the system, allowing for variable parameters. b) **Web Interface Accessibility**: The system must indicate how these reports will be made available to end users of the contract through a web interface, with access granted to officials at different levels. c) **User Validation**: The system must outline how user validation will be managed through password protection to ensure secure access to reports and data.

7.5 **PHASE 4: PRICE AND SPECIFIC GOALS**

7.5.1 **Pricing Schedule and Structure Requirements**

7.5.1.1 Only the bidders who have complied with all phases will be evaluated in Phase 4.

7.5.1.2 Prices quoted must be furnished based on "delivered to State facility" country-wide, inclusive of VAT. No additional costs will be considered post-award.

7.5.1.3 The pricing schedule provided in this bid forms an integral part of the bid document and bidders must ensure that it is completed without changing the structure thereof. Bidders are required to complete a mandatory Pricing Schedule as a response to how much the items offered will be charged.

7.5.1.4 If no fee is charged for a specific service, the bidder must indicate a R0.00 pricing for the item and not leave it blank.

7.5.1.5 Due diligence on market-related pricing reasonability may be conducted. The State reserves the right to disqualify bid offers that are under-quoted and or are above market value. In this case, the bidder may be required to submit supporting documentation to the State to prove that the pricing is not under-quoted or above market value.

7.5.1.6 Conditional discounts offered will not be taken into consideration during evaluation.

7.5.1.7 Prices submitted in this bid must be filled in on the field provided on the pricing schedule supplied with the bid. Price structures that do not comply with this requirement may invalidate the bid.

7.5.1.8 Pricing Schedule (Annexure A) must be submitted online in an XLSX Excel format.

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7.5.1.9 The State will not pay any amounts to the appointed Contractor that are not reflected on the Annexure A: Pricing Schedule at the time of bid submission.

7.5.1.10 Prices submitted for this bid must be entered in the fields provided on the pricing schedules included with the bid.

7.5.1.11 Pricing structures that do not comply with this requirement will result in the bid being invalid.

7.5.1.12 End users will have the option to select any one of the services listed in the pricing schedule and will not be required to utilise all services within a specific category of this contract.

7.5.1.13 The Total Bid Price quoted as calculated per category will be used for the evaluation of the bid and may take into consideration the statistics provided in Annexure J.

7.5.2 **Preferential Point System**

The pricing evaluation will be in terms of the Preferential Procurement Regulations as per the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000). Responsive bids will be adjudicated by the State on the 90/10 preference point system based on:

7.5.2.1 The bid price (Maximum of 90 points)

7.5.2.2 Historically disadvantaged individuals as well as specific goals (maximum 10 points)

7.5.2.3 The following formula will be used to calculate the points for price out 90:

$$Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where,

Ps = Points scored for the comparative price a of bid under consideration

Pt = Comparative price of a bid under consideration

Pmin = Comparative price of lowest acceptable bid

7.5.2.4 The following goals will be used to calculate the points for specific goals out of 10 points:

Table 5: Specific Goals

SPECIFIC GOALS	POINTS ALLOCATED OUT OF 10
Preference points for equity ownership by historically disadvantaged Individuals who, due to the apartheid policy that had been in place had no franchise in national elections before the introduction of the Constitution of the RSA, 1983 (Act 110 of 1983) or the Constitution of the RSA,1993 (Act 200 of 1993), ("the Interim Constitution") and	5

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Preference points for equity ownership by historically disadvantaged Individuals, who is a female	5
TOTAL POINTS	**10**

7.5.2.5 The points scored by a bidder in respect of the goals indicated above will be added to the points scored for price.

7.5.2.6 **SBD 6.1:** Bidders are required to complete the SBD 6.1 form to claim preference points. Only a bidder who has completed and signed the declaration part of the SBD 6.1 preference points claim forms will be considered for preference points.

7.5.2.7 The bidder's Central Supplier Database (CSD) report, CIPC registration documents, and copies of Identity Documents (ID) submitted will serve as proof of ownership and directorship of the company.

7.5.2.8 Failure on the part of a bidder to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender will not be allocated with the points claimed.

7.5.2.9 The State may, before a bid is adjudicated or at any time, require a bidder to submit any relevant additional supporting documents to substantiate claims it has made about preference.

7.5.2.10 Points scored will be rounded off to the nearest 2 decimals.

7.5.2.11 If two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the specified goals. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

7.5.2.12 Preference points may not be claimed in respect of individuals who are not actively involved in the management of an enterprise or business and who do not exercise control over an enterprise or business commensurate with their degree of ownership.

7.5.2.13 The following formula must be applied to calculate the number of points out of 10 for specific goals:

$$\text{PSSG} = \text{MPA} \times \frac{\text{POE}}{100}$$

Where:

PSSG= Points scored for a specific goal

MPA = Maximum points allocated for a specific goal

PEO = Percentage of equity ownership by an HDI

7.5.2.14 The specific goals contemplated in the paragraph above and are related to equity ownership must be

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equated to the percentage of an enterprise or business owned by individuals or, in respect of a company, the percentage of a company's shares that are owned by individuals, who are actively involved in the management of the enterprise or business and exercise control over the enterprise, commensurate with their degree of ownership at the closing date of the tender.

7.5.2.15 If the percentage of ownership contemplated in the paragraph above changes after the closing date of the tender, the tenderer must notify the Office, and such tenderer will not be eligible for any preference points.

7.5.2.16 Equity in private companies must be based on the percentage of equity ownership.

7.5.2.17 Preference points may not be awarded to public companies and tertiary institutions.

7.5.2.18 Equity claims for a Trust may only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the Trust.

7.5.2.19 Documentation to substantiate the validity of the credentials of the trustees contemplated in the paragraph above must be submitted to the Office.

7.5.2.20 A consortium or Joint Venture may claim points for specific goals, based on the percentage of the contract value managed or executed by individuals who are actively involved in the management or exercise control of the respective parties of the consortium or Joint Venture.

7.5.2.21 A tenderer who does not submit proof of ownership may not be disqualified from the bidding process but will be allocated zero points for the relevant specific goals for ownership.

7.5.3 **Items Grouped as a Series**

7.5.3.1 Items that have been grouped as a series, as indicated in the pricing schedule, will be allocated preference points for price using the total amount of the group series.

7.5.3.2 Bidders are required to offer prices for all units/items specified in the series, and for all items within a group series. Failure to give an offer for any of the items in a group series may disqualify the bidder for all the items in the group series.

7.5.4 Items to be evaluated as a group:

7.5.4.1 The following items will be evaluated as a group and bidders must price for all items per group, failure to price for all items in a group will invalidate the offer for the group in question.

#	Category	Group Number	Items
1.	Category A and A1	Group 1	RT46-01-01
			RT46-01-02
2.	Category B	Group 2	RT46-02-01

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			RT46-02-02
			RT46-02-03
3.	Category C and C1	Group 3	RT46-03-01
			RT46-03-02
			RT46-03-03
			RT46-03-04
			RT46-03-05
			RT46-03-06
			RT46-03-07
			RT46-03-08
			RT46-03-09
			RT46-03-10
			RT46-03-11
4.	Category D	Group 4	RT46-04-01
			RT46-04-02
5.	Category E	Group 5	RT46-05-01
			RT46-05-02
			RT46-05-03
			RT46-05-04
			RT46-05-05
			RT46-05-06
			RT46-05-07
			RT46-05-08

7.5.5 **Applicable Taxes**

a) All bid prices must be inclusive of all applicable taxes.

b) All bid prices must be inclusive of fifteen percent (15%) Value Added Tax.

c) Failure to comply with this condition may invalidate the bid.

7.5.6 **Cost Breakdown**

7.5.6.1 Bidders are requested to submit the cost breakdown of their pricing for each item offered on the response fields allocated on the pricing schedule for each item offered. The cost breakdown submitted will be utilized during the price adjustment considerations.

7.5.6.2 Bidders should itemize the cost of each item into various components which are cost-drivers. The cost needs to be broken down into direct and indirect costs. Each cost driver should be assigned a

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percentage of the total cost.

7.5.6.3 **Example:**

Table 6: Example of Cost Breakdown

Cost-driver	% Total Cost
Financial Services	50%
Transport	20%
Labour	15%
Insurance	15%
The total % of the item	100%

7.5.7 **Responsive Bids**

7.5.7.1 Bidders are required to submit responsive bids by completing all pricing and item information on the provided pricing schedule (Annexure A) for the individual items and all required forms. Non-submission of the pricing schedule (Annexure A) will invalidate the bid response.

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8 PART 2: ADDITIONAL BID REQUIREMENTS

8.1 TERMS AND CONDITIONS OF BID

8.1.1 Counter Conditions

8.1.1.1 Bidders' attention is drawn to the fact that amendments to any of the bid conditions or setting of counter conditions by bidders may result in the invalidation of such bids.

8.1.1.2 The National Treasury reserves the right to change or supplement any information or to issue any addendum to this bid before the closing date and time. The National Treasury and its officers, employees, and advisors will not be liable in connection with either the exercise of or failure to exercise this right.

8.1.1.3 If the National Treasury exercises its right to change or supplement information in terms of the above clause, it may seek amended bid documents from all bidders.

8.1.2 Fronting

8.1.2.1 The National Treasury supports the spirit of broad-based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves by the Constitution and in an honest, fair, equitable, transparent, and legally compliant manner. Against this background, the National Treasury does not support any form of fronting.

8.1.2.2 The National Treasury, in ensuring that bidders lawfully conduct themselves will, as part of the bid evaluation processes, conduct, or initiate the necessary inquiries/investigations to determine the accuracy of the representation made in this bid document. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade, Industry, and Competition, be established during such inquiry/investigation, the onus will be on the bidder to prove that fronting does not exist.

8.1.2.3 Failure to do so by the bidder within fourteen (14) days from the date of notification by the National Treasury may invalidate the bid/contract and may also result in the restriction of the bidder from conducting business with the public sector for a period not exceeding ten (10) years, in addition to any other remedies the National Treasury may have against the bidder concerned.

8.2 SUBMISSION OF BIDS

8.2.1 Online Bid Submission

8.2.1.1 Bidders must submit their bids online through the eTender Publication portal.

8.2.1.2 Manual or hardcopy bids are not acceptable.

8.2.1.3 The online eTender publication portal can be accessed on the following link:

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https://www.etenders.gov.za/

8.2.1.4 The link to the guide for online bid submissions is: https://youtu.be/B7pNseNJYHM

8.2.1.5 Bidders must adhere to all the rules for the online bid submission.

8.2.1.6 Bidders' attention is drawn to the sequential submission format as per the checklist on Table 1.

8.2.1.7 The Pricing Schedule (**Annexure A**) should be in an XLSX excel sheet format and not any other format.

8.2.1.8 As this bid is based on different categories, bidders must submit all the required documentation for which they are bidding.

8.2.1.9 Non-compliance with online bid submission WILL invalidate the bidder's response.

8.2.2 **Late Bids**

8.2.2.1 Bids submitted after the closing date and time will NOT be accepted for consideration.

8.3 **COMMUNICATION AND CONFIDENTIALITY**

8.3.1 The Chief Directorate: Transversal Contracting (TC) within the Office of the Chief Procurement Officer (OCPO) may communicate with bidders where clarity is sought after the closing date and time of the bid and before the award of the transversal contract, or extend the validity period of the bid, if necessary.

8.3.2 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.

8.3.3 Whilst all due care has been taken in connection with the preparation of this bid, the National Treasury makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The National Treasury, and its officers, employees, and advisors, will not be liable concerning any information communicated which is not accurate, current, or complete.

8.3.4 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury (other than minor clerical matters), the bidder must promptly notify the National Treasury in writing of such discrepancy, ambiguity, error or inconsistency to allow the National Treasury to consider what corrective action is necessary (if any).

8.3.5 Any actual discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the National Treasury will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

8.3.6 All communication between the bidder and the National Treasury TC office must be done in writing as per the Contact Details below.

8.3.7 No representations made by or on behalf of the National Treasury about this bid will be binding on the

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National Treasury unless that representation is expressly incorporated into the contract ultimately entered between the National Treasury and the successful bidder(s).

8.3.8 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for developing a response to this bid.

8.4 **CONTACT DETAILS**

8.4.1 **General: -** National Treasury, Office of the Chief Procurement Officer, Chief Directorate: Transversal Contracting, Private Bag x115, Pretoria, 0001. Physical address: 40 Church Square, Pretoria

8.4.2 **Bid Enquiries: -** All inquiries should be in writing to Erica.Dennis@Treasury.gov.za. The closing date for receipt of all inquiries is **30 July 2025**. All inquiries beyond the closing date will not be considered.

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9 PART 3: RECOMMENDATION AND APPOINTMENT OF BIDDERS

9.1 Once the evaluation process is complete, there will be a recommendation report by the Bid Evaluation Committee (BEC) to the Bid Adjudication Committee (BAC), which has the authority to either support (approve) or not support (not approve) the recommendation/s and appointment/s.

9.2 On approval of the recommendation/s and appointment/s, the successful bidder(s) will sign an appointment letter together with the Transversal Contracting Agreement (TCA) for the provision of vehicle fleet management services to the State of this bid, and the unsuccessful bidder(s) will be informed accordingly. The following paragraphs will be applicable when the BEC makes the recommendation to the BAC.

9.3 Tax Compliance Requirements

9.3.1 It is a condition of this bid that the tax matters of the successful bidder(s) are in order, or that satisfactory arrangements have been made with the South African Revenue Service (SARS) to meet the bidder's tax obligations.

9.3.2 The Tax Compliance status requirements are also applicable to potential foreign bidders/individuals who wish to submit a bid.

9.3.3 Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD or SARS.

9.3.4 Where Consortia / Joint Ventures / Sub-Contractors are involved, each party must be registered on the CSD, and their tax compliance status will be verified through the CSD or SARS.

9.4 Multiple Award

9.4.1 The State reserves the right to award the same item to more than one (1) bidder to address item availability and compatibility. Benchmarking will be applied to ensure that pricing is affordable, market-related, and aligned with end-user requirements. The maximum number of bidders per item to be awarded will be at the discretion of BEC.

9.5 Negotiations

9.5.1 The State reserves the right to negotiate with the shortlisted bidders before or after the award. The terms and conditions for negotiations will be communicated to the shortlisted bidders before the invitation to negotiations. This phase is meant to ensure value for money is achieved through the measure of quality that will assess the monetary cost of the items or services against the quality and or benefits of that item or services.

9.6 Due Diligence

9.6.1 The State may conduct due diligence before the final award or at any time during the transversal contract period and this may include pre-announced/ non-announced site visits. During the due diligence

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process, the information submitted by the bidder is verified and any misrepresentation thereof may disqualify the bid in whole or parts thereof.

9.7 The State also reserves the right to conduct any evaluation verifications before the final award or at any time during the transversal term contract period.

9.8 **Right of Award**

9.8.1 The State reserves its following rights -

9.8.1.1 To award the bid in part or in full,

9.8.1.2 Not to make any award in this bid or accept any bids submitted,

9.8.1.3 To award Categories in whole and not on item level,

9.8.1.4 Request further technical information from any bidder after the closing date,

9.8.1.5 Verify information and documentation of the bidder(s),

9.8.1.6 Not to accept any of the bids submitted,

9.8.1.7 To withdraw or amend any of the bid conditions by notice in writing to all bidders before closing of the bid and post-award, and

9.8.1.8 If an incorrect award has been made to remedy the matter in any lawful manner, it may deem fit.

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SECTION C: CONDITIONS OF CONTRACT

10 CONCLUSION OF CONTRACT

10.1 The Contract between National Treasury and the preferred bidder/s (Service Provider), collectively referred to as the Parties, shall come into effect after the service provider has been issued with an unconditional letter of acceptance to their bid.

10.2 The Service Provider (s) shall be appointed in terms of this bid. The following will form part of the contract documents between the Parties as far as this RT46-2026 is concerned:

10.2.1 Bid Documents

10.2.2 Letter of Appointment

10.2.3 Award Documents

10.2.4 Transversal Contracting Agreement (TCA)

10.3 If there is any contradiction between the abovementioned documents, the special conditions of the contract shall take precedence. For Section B, the term "service provider "shall refer to the preferred bidder appointed in terms of the RT46-2026 transversal contract.

11 PARTICIPATING STATE INSTITUTIONS

11.1 This transversal contract RT46-2026 is intended to be utilised by various organs of the State as listed below:

Table 7: Participating Government Institutions

#	DEPARTMENT NAME
1.	Department of Correctional Services
2.	Department of Defence: South African Military Health Service
3.	Department of Electricity and Energy
4.	Department of Tourism
5.	Department of Transport
6.	Gauteng Department of Roads and Transport
7.	G-Fleet Management
8.	KwaZulu Natal Agriculture and Rural Development
9.	KwaZulu Natal Department of Community Safety and Liaison
10.	KwaZulu Natal Department of Cooperative Governance and Traditional Affairs

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#	DEPARTMENT NAME
11.	Kwa-Zulu Natal Department of Economic Development, Tourism & Environmental Affairs
12.	Kwa-Zulu Natal Department of Education
13.	Kwa-Zulu Natal Department of Health
14.	Kwa-Zulu Natal Department of Human Settlements
15.	Kwa-Zulu Natal Department of Public Works
16.	Kwa-Zulu Natal Department of Social Development
17.	KwaZulu Natal Department of Sport, Arts and Culture
18.	KwaZulu Natal Department of the Premier
19.	Kwa-Zulu Natal Legislature
20.	Kwa-Zulu Natal Provincial Treasury
21.	KwaZulu-Natal Department of Transport
22.	Limpopo Department of Agriculture and Rural Development
23.	Limpopo Department of Co-operative Governance, Human Settlements and Traditional Affairs
24.	Limpopo Department of Economic Development, Environment and Tourism
25.	Limpopo Department of Health
26.	Limpopo Department of Social Development
27.	Limpopo Department of Transport and Community Safety
28.	Limpopo Provincial Treasury
29.	Mpumalanga Department of Health
30.	North West Cooperative Governance & Traditional Affairs
31.	North West Department of Community Safety and Transport
32.	North West Department of Education
33.	North West Department of Human Settlements
34.	North West Department of Public Works and Roads
35.	North West Provincial Treasury

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12 POST-AWARD PARTICIPATION

12.1 PFMA public institutions listed in Schedules 1, 2, 3A, 3B, 3C, 3D and Local Government may send an application to the National Treasury post-award to request participation in the transversal contract.

12.2 In terms of Treasury Regulation 16A6.5 Accounting Officer/Accounting Authority of National and Provincial departments, constitutional institutions, and public entities listed in schedules 1, 3A, and 3C to the PFMA may opt to participate in a transversal contract facilitated by the relevant treasury.

12.3 Regulation 32 of the Municipal SCM Regulations provides that a Supply Chain Management policy may allow the accounting officer to procure goods or services for a municipality or municipal entity under a contract secured by another organ of the state.

12.4 National Treasury will only approve the application for participation upon confirmation being provided that funds are available and that the funds are ringfenced for services as set out in this contract. Non-payment by the entity for a period of 90 days may revoke the approval granted for participation.

13 CONTRACT MANAGEMENT: ROLES AND RESPONSIBILITIES

13.1 Contract Administration

13.1.1 The administration and facilitation of the transversal contract is the responsibility of the National Treasury and all correspondence in this regard must be directed to the Transversal Contracting Department via email on TCcontracts2@treasury.gov.za

13.1.2 Suppliers must advise the Chief Directorate: Transversal Contracting, National Treasury immediately when unforeseeable circumstances will adversely affect the execution of the transversal contract. Full particulars of such circumstances as well as the period of delay must be furnished.

13.2 Supplier Performance Management

13.2.1 Supplier performance management will be the responsibility of the purchasing institution and where supplier performance disputes cannot be resolved between the supplier and the relevant purchasing institution, the National Department of Transport, together with the National Treasury: Transversal Contracting, must be contacted for corrective actions.

13.2.2 Supplier performance rating Form (to be provided for by the National Treasury after the bid award) will be instituted, and every supplier must complete it to ensure good performance.

13.2.3 End-user State institutions are required to report to the National Treasury on where supplier's performance is not satisfactory.

13.2.4 Successful suppliers will have their performance scored. National Treasury will provide a template that will be used to measure overall performance in terms of the transversal contract. Suppliers who score an unacceptable performance rating may not be awarded future contracts of the same bid and may

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have the transversal contract terminated before the end of the transversal contract period.

14 CONTRACT PRICE ADJUSTMENT

14.1 Formula

14.1.1 Prices submitted for this bid will be regarded as non-firm and may be subject to adjustment(s) in terms of the following formula, defined areas of cost and defined periods.

14.1.2 Applications for price adjustments must be accompanied by documentary evidence in support of any adjustment claim.

14.1.3 The following price adjustment formula will be applicable for calculating contract price adjustments (CPA).

Table 8: Contract Price Adjustment Formula

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + \ldots\ldots + Dn\frac{Rnt}{Rno}\right) + VPt$$

Pa	=	The new adjusted price to be calculated
V	=	Fixed portion of the bid price (15% or 0.15)
Pt	=	Original bid price. Note that Pt must always be the original bid price and not an adjusted price
(1-V)Pt	=	Adjustable portion of the bid price (85% or 0.85)
D1 – Dn	=	Each factor (or percentage) of the bid price, e.g., material, labour, transport, overheads, etc. The total of the various factors (or percentages) D1 – Dn must add up to 1 (or 100%)
R1t – Rnt	=	End Index. Index figure obtained from the index at the end of each adjustment period.
R1o–Rno	=	Base Index. Index figure at the time of bidding.
VPt	=	15% (or 0.15) of the original bid price. This portion of the bid price remains fixed, i.e. it is not subject to price adjustment

14.2 Formula component definitions

14.3 Adjustable amount

14.3.1 The adjustable amount is the portion of the bid price which is subject to adjustment. In this bid, the adjustable amount is 85% of the original bid price. For example, if the bid price is R1000, then only R850 will be subject to adjustment.

14.4 Fixed portion

14.4.1 The fixed portion represents those costs that will not change over the adjustment period and do NOT

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represent the profit margin. In this bid, the fixed portion is 15% of the original bid price. Using the same example as above, it would amount to R150 which will remain fixed over the contract periods.

14.5 **Cost components and proportions**

14.5.1 The cost components of the contract price usually constitute the cost of materials (raw material or finished product), cost of direct labour, cost of transport and those other costs that are inclined to change. The proportions are the contribution to the contract price of each of these cost components. In this bid, the following cost components will be used to calculate contract price adjustments.

14.5.2 Bidders are requested to submit the cost breakdown of the bid price for each item with their bid. Should the cost breakdown be the same for all items on the bid, please indicate it clearly in the bid document. Bidders will not be allowed to change the cost breakdown of bid prices during the tenure of the contract.

14.5.3 Successful bidders who are direct importers of raw material / finished products can apply for RoE adjustment under cost element D1. If the successful bidder is not a direct importer of raw material / finished product, cost component D1 would not be applicable and only local cost components (D2 - Dn) would be applicable.

Table 9: Contract Price Adjustment Cost Components

Cost Component	% Contribution
D1 – Financial services	
D2 - Transport	
D3 – Labour	
D4 – Insurance	
TOTAL (Cost components must add up to 100%)	**100**

14.6 **Applicable indices/references**

14.6.1 The applicable index refers to the relevant market index, which is a true reflection of price movement(s) in the cost over time. In this bid, the following indices or references will be applicable:

Table 10: Applicable Indices/References

Cost component	Index Publication	Index Reference
D1 – Financial Services	STATS SA Statistical release P0141 (CPI Publication) Table E	Insurance and financial Services- **Financial services**

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Cost component	Index Publication	Index Reference
D2 - Transport	STATS SA CPI PO141 Table E	Transport - **Other goods and services**
D3 - Labour	STATS SA CPI PO141 Table E OR Labour Agreement	**All items** OR Labour agreement to be provided
D4 – Insurance	STATS SA CPI PO141 Table E	Insurance and financial Services - **Insurance**

14.7 **Base index date**

14.7.1 The base index date applicable to the formula is defined as the date at which the price adjustment starts. In this bid, the base index date is **June 2025.**

14.8 **End index date.**

14.8.1 The end index dates are the dates at predetermined points in time during the contract period. In this bid, the end indices are defined in the next paragraph (Price Adjustment Periods).

14.9 **Price adjustment periods**

14.9.1 Price adjustment shall be applied on an annual basis at the anniversary of the transversal contract from the closing date of the bid.

Table 11: Price Adjustment Period

Adjustment	CPA application to reach the office at the following dates	End Index Date	Dates *from* which adjusted prices will become effective
1st Adjustment	1 March 2027	January 2027	1 April 2027
2nd Adjustment	1 March 2028	January 2028	1 April 2028
3rd Adjustment	1 March 2029	January 2029	1 April 2029
4th Adjustment	1 March 2030	January 2030	1 April 2030

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14.10 **General**

14.10.1 Unless prior approval has been obtained from the National Treasury, Transversal Contracting, no adjustment in contract prices will be made.

14.10.2 Application for price adjustment must be accompanied by documentary evidence in support of any adjustment.

14.10.3 CPA application will be applied strictly according to the specified formula and parameters above as well as the cost breakdown supplied by bidders in their bid documents.

14.10.4 If the supplier's CPA application, based on the above formula and parameters, differs from Transversal Contracting verification, Transversal Contracting will consult with the supplier to resolve the differences.

14.10.5 Bidders are referred to in the paragraph regarding counter conditions.

14.10.6 An electronic price adjustment calculator will be available on request from Transversal Contracting.

14.10.7 The State reserves the right to negotiate a price adjustment or not to grant any price adjustment.

15 DELIVERY ADHERENCE, ORDERS AND PAYMENTS

15.1 **Orders**

15.1.1 Contractors should note that each purchasing State institution is responsible for generating the order(s) as well as the payment(s) thereof.

15.1.2 Contractors should note that the order(s) will be placed as and when required during the transversal contract period and delivery points will be specified by the relevant purchasing State institution(s).

15.1.3 The instructions appearing on the official order form regarding the supply, dispatch, and submission of invoices must be strictly adhered to, and under no circumstances should the Supplier deviate from the orders issued by the purchasing State institutions.

15.1.4 The State is under no obligation to accept any quantities which are more than the ordered quantities.

15.2 **Leases**

15.2.1 Where the State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the contractor to the recipient/end-user at the end of the lease.

15.2.2 The contractor carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.

15.2.3 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the contractor's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.

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15.3 **Continuity of Supply**

15.3.1 The contractor must ensure that it meets the demand of services throughout the contract and inform the National Treasury at first-hand knowledge of any circumstances that may result in interrupted supply, including but not limited to:

15.3.1.1 Industrial action,

15.3.1.2 Any other supply challenges.

15.3.2 In terms of the General Conditions of Contract and Special Requirements and Conditions of Contract, the participating authorities reserve the right to purchase outside of the contract to meet its requirements if:

15.3.2.1 The contracted supplier fails to perform in terms of the contract.

15.3.2.2 The item(s) are urgently required and not immediately available.

15.3.2.3 In the case of an emergency.

16 **NON-PAYMENT AND TERMINATION OF SERVICES**

16.1 **Payment terms:**

16.1.1 End users will pay as required and as prescribed by Treasury Regulation 8.2.3, within 30 days of receipt of invoice.

16.2 **Invoice dispute process**

16.2.1 The contractor shall supply an invoice with all the required supporting documentation to the end user to effect payment. The end user department can withhold payment where the supporting documentation does not correspond to the invoice provided.

16.2.2 Where the end user does not agree with a specific transaction, the end user shall request the contractor to remove such transactions or a credit note for the disputed transactions, while the dispute resolution procedure is followed.

16.2.3 The end user will pay for all transactions correctly reflected on the invoice.

16.3 **Escalation and termination of services**

16.3.1 The Contractor must escalate any non-payment by an end user in line with the mandate document signed by the end user.

16.3.2 The Contractor must issue a letter to the relevant end user, for the attention of the Accounting Officer and Chief Financial Officer of the end user and copy National Treasury and the National Department of Transport, where payment was not received within 60 days.

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16.3.3 The Contractor will need to inform the relevant Accounting Officer and the Chief Financial Officer, National Treasury and the National Department of Transport of their intention to terminate services to a specific client, seven days prior to the cut-off date.

16.3.4 The Contractor can, after following the above process, terminate all services to the end user upon not receiving payment for 90 days, unless alternative arrangements can be made by the end users.

17 RISK MANAGEMENT

17.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:

17.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.

17.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.

17.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.

17.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.

17.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.

17.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.

17.8 The Change Control shall adhere to the following format:

17.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, I.e. Change Control 1 of 2025.

17.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.

17.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.

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18 COPYRIGHT AND OWNERSHIP OF DOCUMENTS AND DATA

18.1 All documents and information produced by the Contractor, including its employees and agents, in the fulfilment of the terms of this contract shall be and remain the sole property of the State. Any and all copyright and ownership of documents shall vest with the State.

18.2 The Contractor, including its employees and agents, shall, on oral or written request from the State, submit any documentation and materials to the State within 24 hours of such request.

18.3 The State is, and remains, the sole owner of all data generated by the execution of this contract. The Contractor shall provide the data to the State or a third party only upon written request in paper and/or electronic format, upon approval from the National Department of Transport or the Provincial Transport Departments, where applicable.

18.4 All data generated through the execution of the contract remains the property of the State. The Contractor shall endeavour to make all data available to the state upon conclusion of the contract. Such data should be made available in the prescribed format, and if requested to do so, transfer all data to an independent or any other third party as nominated by the State.

18.5 Any use of the data generated through the contract for any other use than the execution of the contract will need to be approved by the National Department of Transport.

18.6 The State is leasing the goods, which means there is no substantial transfer of all the risks and rewards incidental to ownership to the State. There will not be any ownership transferred by the Supplier to the recipient/end-user at the end of the lease.

18.7 Supplier carries the risk of possible losses as a result of technological obsolescence, risk of repairs, maintenance, and also carries the risk of insurance costs.

18.8 Repair costs due to the recipient/end user's negligence or misuse, or accidental damage to equipment, are at the recipient/end user's expense and not covered by the Supplier's insurance. The cost involved will only be known at the time of the incident, upon assessment of the incident.

19 SECURITY AND CONFIDENTIALITY OF DATA

19.1 The Contractor undertakes to disclose information related to or generated through this contract only to the parties stipulated in the contract, both during the contract period and subsequently.

19.2 Information may only be disclosed to outside sources with the prior, written approval from the National Department of Transport or the Provincial Transport Departments or the end user, where applicable.

19.3 The Contractor shall ensure that all information made available online to end users of the contract is secured by the use of usernames and passwords and will allow individuals to reset the passwords in a way that is user-friendly.

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19.4 To protect the database relating to the State's fleet contract, the Contractor shall have in place, and shall maintain, suitable backup procedures and system recovery plans to protect data. The Contractor shall back up all electronic data on a daily basis. Any costs associated with the recapture and processing of data for whatever reason shall be borne by the Contractor.

19.5 In the event that the system recovery plan needs to be implemented, the Contractor will need to ensure that operational capability is restored within a period of 12 hours, with full access to reporting and all other requirements of the contract within a period of 48 hours.

19.6 All successful Contractors shall be subject to SSA clearance process, which will be facilitated by the State. Should the Contractor's clearance have a negative outcome, the State shall terminate this Contract with immediate effect.

20 CHANGE CONTROL

20.1 Should the State need to amend any of the services outlined in these special conditions, add additional related services, establish or specify the levels of a required service, or make any other arrangements to streamline the deliverables, the Change Control process will be applied. This does not include changes to the scope of the contract. The following steps will be followed in the Change Control process:

20.2 A request for any change control must be made through the provincial departments of transport, trading entities, or other national departments to the National Department of Transport.

20.3 The Department of Transport shall be responsible for approving all change controls that are operational in nature, after consultation with the appointed contractor.

20.4 The other party shall acknowledge receipt of such a request and confirm its agreement with the proposal made.

20.5 Should the requested changes have any impact on the pricing outlined in the pricing schedule attached to this contract or affect any other aspect, a submission shall be made by the Department of Transport to the Contract Management section of National Treasury after consultation with the appointed contractor.

20.6 Once approval has been granted by the Department of Transport or the Section: Contract Management of National Treasury, the changes will be signed off by both parties prior to implementation.

20.7 All changes as agreed to in terms of this process will form part of the actual agreement and will be attached to the Service Level Schedule as an addendum.

20.8 The Change Control shall adhere to the following format:

20.8.1 Each request for a change control shall have a date and be individually numbered in terms of the year and the request number, i.e., Change Control 1 of 2025.

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20.8.2 The request shall provide the current contents of the contract, the recommended changes to be made, the reasons for such changes and the financial implications thereof.

20.8.3 The change control shall specify the date of the change control being effective, if the date is not the same as the last signature date.

21 REPORTING AND FEEDBACK MEETINGS

21.1 The contractor must provide feedback and relevant reports to National Treasury, the National Department of Transport, other national departments, the Coordinating Committee of Government Motor Transport (CCGMT), the Mechanical Services Sub-Committee (MSSC), the provincial transport officer forums, provincial transport departments and end-user departments as and when required.

22 DELAYS AND/OR UNSATISFACTORY PERFORMANCE

22.1 The Contractor shall, at all times, ensure that it renders the services in accordance with the provisions of this Contract and within the delivery times or periods as agreed to between the parties.

22.2 In the event of any delay and/or failure to perform in accordance with specifications as set out in this Contract or where an emergency situation arises, and/or where the End User deems it necessary to obtain the services in terms of this Contract however the said services are not readily available from the Contractor, the End User reserves the right to procure such services outside this Contract from any party, and the End User shall be relieved of its obligations to the Contractor with regard to the services or the portion thereof so procured outside this Contract. End users shall obtain written approval from the National Treasury, prior to any procurement outside of the contract.

22.3 If at any time during the performance of the services, the Contractor, its agents or subcontractor(s), should encounter conditions impeding specific and/or timely delivery of services, the Contractor shall promptly notify the End User in writing of that fact, the likely duration and/or its cause(s). As soon as practical after receipt of the Contractor's notice, the End User shall evaluate the situation and may, at its discretion, extend the Contractor's time for performance or opportunity to comply with specifications, with or without the imposition of penalties.

23 ASSIGNMENTS AND CESSIONS OF CONTRACTS AND CHANGES IN CONTACT DETAILS

23.1 Where a contracted supplier plans to merge with or is going to be acquired by another entity, the contracted supplier must inform the National Treasury in writing 90 days before such event of relevant details.

23.2 Assignments of Contract

23.2.1 Assignment of contract refers to the transfer of rights and obligations in a contract from an assigned to an assignee. The effect of this is that the service provider appointed through a competitive bidding process transfers the contract in its entirety that is, the obligation (the responsibility of rendering the

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services) and the right (of receiving payment for service rendered) to a third party that did not participate in the bidding process or a bidder that participated in the bidding process but was not successful.

23.2.2 Assignment of contracts is therefore not allowed as it will be contrary to principles of section 217 of the Constitution, particularly fairness, transparency, and competitiveness.

23.3 **Cession of Contracts**

23.3.1 Cession refers to the transfer of only the rights a service provider has in terms of a contract from it to a third party. cession will be limited only to those cession agreements in favour of registered Financial Services Providers (FSP) and state institutions established for the express purpose of providing funding to businesses and entities (State Institutions).

23.3.2 The written request for cession must be made by the service provider and not a third party, and the written request by the service provider must be accompanied by the cession agreement.

23.4 **Changes in the Service Provider Contact Details**

23.4.1 A contracted supplier must inform the National Treasury within 7 days of any changes of address, name, and or contact details.

24 **POST-AWARD SERVICE COMPLIANCE PROCEDURES**

24.1 Contractors must ensure services are delivered in accordance with the contract and relevant quality standards throughout the contract period. Where the is a justified concerns regarding service delivery standards and quality of work, the State reserve the right to request the supplier (at its own cost) to remedy the matter.

24.2 The State reserve the right to conduct any site inspection directly or through a third party appointed by the state.

25 **REGISTRATION ON DATABASES OF PARTICIPATING INSTITUTIONS**

25.1 Suppliers must ensure continuous compliance with all statutory requirements which may affect their compliance status on the Central Supplier Database managed by the National Treasury.

25.2 All suppliers must ensure registration on all participating institutions within 30 days of accepting the award.

25.3 Suppliers must ensure that they register with all the participating institutions the items that they have been awarded in the contract. Suppliers must take note that the participating institutions have different systems that they use internally to capture awarded contract information, including that of awarded suppliers.

25.4 Failure to meet this requirement will result in an inability to process orders and payments for goods.

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26 MONITORING

26.1 Monitoring audits may be conducted periodically and randomly by the National Treasury, Participating Institutions, or by a service provider appointed by the State to determine continuous compliance with the product and terms of the contract. The Participating Institutions will monitor the performance of contracted suppliers and maintain a report for compliance with the terms of this contract as follows:

26.1.1 Compliance with delivery lead times.

26.1.2 Percentage of orders supplied in full the first time.

26.1.3 Compliance with reporting requirements according to the reporting schedule.

26.1.4 Attendance of compulsory meeting: The National Treasury holds compulsory meetings with suppliers to review supplier performance. The schedules of the meetings will be sent to successful bidders.

26.2 The state may conduct a random audit(s) with or without prior appointment arrangements with the appointed Supplier(s).

26.3 The National Treasury will conduct meetings with the Participating Institutions and Suppliers to discuss transversal contracting issues.

26.4 The National Treasury may request Participating Institutions to impose penalties, where deemed necessary, as per Sections 21 and 22 of the General Conditions of Contract.

26.5 Any change in the status of supply performance during the contract period must be reported within seven (7) days of receipt of such information to the National Treasury.

26.6 Reporting and Supplier(s) meetings and schedules will be communicated to successful bidders.

26.7 All successful Suppliers are required to submit historical value and volume reports via e-mail every quarter to: TCcontracts2@treasury.gov.za

26.8 Detailed reporting requirements from Suppliers will be provided to the awarded Suppliers.

27 POST AWARD SERVICE COMPLIANCE

27.1 It remains the responsibility of the Contractor to ensure that all legislative requirements are met. The Contractor should make available such documentation to the National Treasury: Contract Management office within 30 (thirty) days of being requested to do so, failing which the Contractor shall be held to be in breach of the Contract. The State reserves its right to terminate the Contract should the Contractor fail to remedy such breach as per the provisions of this Contract.

28 QUALITY ASSURANCE

28.1 The Contractor must ensure that its services comply with all applicable legislation with particular reference to Clause 2: Legislative and Regulatory Framework at all times during the Contract period.

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29 INSPECTION AND AUDIT

29.1 The State reserves the right to inspect and audit any document pertaining to this contract within five years of the date of expiry of the contract. This may also include queries and complaints. The Contractor shall provide any assistance free of charge that may be required in this regard.

29.2 The cost of inspections and audits shall be borne by the Contractor where the State can provide reasonable grounds to prove inaccuracy of information provided by the Contractor or deliberate misrepresentation by the Contractor. Reasonable grounds will be, but are not limited to, where incorrect data was provided to the end user for two reporting periods.

29.3 The State reserves the right to conduct audits on the status of the contract, and the Contractor shall provide any assistance free of charge that may be required in this regard.

29.4 Should any audit or inspection reveal that the Contractor has not complied with any of the terms of this contract, the Contractor shall be charged for the cost of the audit or inspection as well as the cost of any losses incurred by the State associated with such non-compliance.

29.5 The Contractor will be required to conduct periodic audits, as agreed upon with the National Department of Transport. These audits must be carried out by an independent third party appointed by the Contractor and may include reviews of transaction flows, operational processes, and measurements against the contract requirements.

30 INSURANCE AND INDEMNITY

30.1 The Contractor must obtain sufficient professional indemnity insurance whereby the State is indemnified against any claim of whatever nature and however arising out of any wilful or negligent action or omission of the Contractor, its employees, subcontractors, and assignees.

30.2 In the event that any legal action, based on the wilful or negligent action or omission of the Contractor, its employees, subcontractors and assignees, is brought against the State, the State shall be entitled, inclusive, to recover from the Contractor the legal fees and disbursements on an attorney-client scale.

31 TERMINATION

31.1 Termination of Contract

31.1.1 The State shall be entitled to terminate this agreement if one or more of the following occur: –

31.1.2 The Supplier decides to transfer the contract or cede the contract.

31.1.3 The supplier does not honour contractual obligations, including the submission of information.

31.1.4 The supplier is provisionally or finally liquidated, making it impossible for the supplier to perform its functions in terms of this transversal contract.

31.1.5 The supplier enters settlement arrangements with their creditors.

31.1.6 The supplier commits an act of insolvency.

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31.1.7 If the supplier is a member of an unincorporated joint venture or consortium, and the membership of such joint venture or consortium changes.

31.1.8 There is a change in ownership of the supplier that has the effect that over 50% ownership of the Supplier belongs to the new owner without prior written approval of the State.

31.1.9 Overall poor performance rating during the contract period.

END

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Annexure C

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

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NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual

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for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Annexure D

ANNEXURE B:

CONTRACT DELIVERABLES AND SERVICE REQUIREMENTS

RT46-2026

APPOINTMENT OF CONTRACTORS FOR VEHICLE FLEET MANAGEMENT SERVICES TO THE STATE FOR SIXTY (60) MONTHS

01 APRIL 2026 TO 31 MARCH 2031

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1 INTRODUCTION

1.1 This document outlines all deliverables that must be rendered by the appointed contractors as part of the contractual agreement. This document details the specific services, performance requirements and responsibilities to ensure effective delivery and compliance throughout the contract period.

2 GOVERNMENT STRUCTURES

The government utilises different operating models to optimally manage its vehicle fleet as follows:

2.1 Trading Accounts

2.1.1 Under a trading account, the Provincial Department of Transport is responsible for the procurement, maintenance, and repairs of vehicles. These vehicles are rented out to other government departments within the province at a monthly, weekly, or daily rate.

2.1.2 The trading account will be responsible for making payments to the appointed Contractors. This model is currently implemented in the Free State, Gauteng, Northern Cape, and Eastern Cape provinces.

2.1.3 In some instances, provincial departments procure their own services and do not utilise the trading entity within the province.

2.2 Budget Method

2.2.1 Provinces that operate on the budget method require each end-user department to be responsible for its own vehicle costs.

2.2.2 Each department will procure its own vehicles, maintain and repair them based on their allocated budget, and will need to be billed separately.

2.3 National Department

2.3.1 The National Departments operates throughout the country. The Contractor will be required to bill either at the national level, per province, or per region, as determined by each National Department.

3 CONTRACT IMPLEMENTATION

3.1 To ensure uninterrupted services to the State, the implementation must commence on the date of the acceptance letter being issued by the National Treasury to the successful bidders.

3.2 The Contractors must ensure that they have sufficient resources allocated to ensure that the various deliverables of the implementation plan are completed before the commencement of the contract on 01 April 2026.

3.3 Detailed contract implementation plans will be agreed to between the National Department of Transport and the contractors awarded in each category.

Initials_____

3.4 Some of these implementation activities will include the transfer and integration of data, opening of provincial offices, ordering of stock, onboarding of merchants and merchant inspections.

3.5 The State will not be liable for any payments during the implementation phase of the Contract. Payments will only be affected for services rendered as from 01 April 2026.

4 APPOINTMENT OF END-USER REPRESENTATIVES

4.1 Each participating department shall appoint and have the right to assign its employees as representatives to monitor the execution of work and services under this contract, as the department deems appropriate.

4.2 The appointed contractors shall, within a reasonable time, make all relevant documents, writings, and technical data available to such representatives in accordance with this contract and provide all necessary assistance.

4.3 The appointed contractor shall designate its own representatives to whom all queries or correspondence regarding work carried out under this contract shall be directed.

4.4 All communication not of a confidential nature may be made by telephone and, if necessary, shall be followed by written confirmation either by letter or email within 48 (forty-eight) hours thereafter.

4.5 The appointed contractor shall indicate the persons appointed to act as representatives between the participating department and the appointed contractors.

5 END USER TRAINING

5.1 During the period of the contract, the Contractor shall provide training on an ad-hoc basis across the country to government officials, in consultation with the end users of the contract.

5.2 Continuous training shall be provided at different levels to accommodate administrative, operational staff, and managers.

5.3 Regular training courses shall cover all related systems, processes, and fleet management principles and procedures relevant to this contract, and may include the following:

5.3.1 General fleet management concepts;

5.3.2 System training, including the purpose and method of accessing management reports;

5.3.3 The implications of any system changes;

5.3.4 Risk management.

5.4 The training programs shall be finalised with the successful bidders within three (3) months post-award. The Contractor shall provide the State with a manual detailing systems and procedures related to the contract.

Initials_____

5.5 Where required, the training shall be provided on-site.

5.6 This training shall be provided to the State as part of the contract and at no additional cost to the State.

5.7 The Contractor shall provide training at the premises of the various end users of this contract on a continuous basis from the commencement of the contract. This shall be provided for all nominated State officials on the "best practices" within the practice of fleet management at no additional cost to the State.

5.8 The Contractor shall provide detailed reporting on all training undertaken. This report shall include information such as the type of training provided, the names of the officials trained, the dates of training, and the venues.

6 USER SATISFACTION SURVEY

6.1 The Contractor must conduct an annual web-based user satisfaction survey aimed at measuring user satisfaction with the services provided by the contractor. The survey must include a proposed user satisfaction index and a schedule of user satisfaction criteria. It will assess user satisfaction levels through a representative sample and cross-section of users.

6.2 The State may also require the user satisfaction survey to be conducted manually if it is determined that the web-based survey is not representative.

6.3 The State must approve the questions to be used in the User Satisfaction Survey prior to its annual conduct.

6.4 All callers utilising the call centre must have the option to score or evaluate the service received once the call has been completed.

6.5 The user satisfaction survey, which should be included in the annual report to the State, should be conducted in accordance with:

6.5.1 Merchants (where applicable)

6.5.2 Government user departments

6.5.3 Provincial Departments of Transport

7 PENALTIES

7.1 Failure to render the services as set out in this contract to the acceptable levels will constitute a breach of contract, which may lead to termination of the contract or the imposition of penalties for the provision of substandard services.

7.2 The acceptable level for all services in the contract is outlined in Annexure F, also referred to as the penalty schedule.

Initials_____

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7.3 Feasible timeframes will be negotiated with the Contractor prior to signing the Service Level Agreement, but the penalty amounts will not be subject to negotiation.

7.4 The following process will apply for departments to levy penalties for the non-delivery of services or the provision of substandard services to the end-user departments, as per the penalty schedule:

7.4.1 The end-user department shall send a letter to the Contractor, copying the National Department of Transport, quoting the relevant clause of the Service Level Agreement, specifying the service that was not rendered, along with all supporting documentation substantiating the claim.

7.4.2 The Contractor will have seven (7) working days to respond to the claim in writing, should they not agree with the service failure, and provide any substantiating documents in their response.

7.4.3 The end-user department will have seven (7) working days to either agree with the Contractor's claim that the penalty should not be levied or confirm the penalty in writing. Any disputes will be referred to the National Department of Transport or any committee or party nominated by them.

7.4.4 Upon agreement of the penalty, the Contractor shall issue a credit note for the full amount of all penalties imposed and finalize it in the billing for the following month. Additionally, the end-user department and the National Department of Transport shall be provided with a full report on all penalties where the process has been concluded, corresponding to the amount reflected on the credit note.

7.4.5 In the event that the Contractor provides information claiming that the service was delivered, the end-user department will have seven (7) working days to either agree with the Contractor's claim or issue a letter to the Contractor stating that the service failure needs to be rectified in accordance with the requirements of the Service Level Agreement.

7.4.6 Should the Contractor fail to rectify the service failure within the required time frame, the end-user department shall confirm the penalty in writing. Any disputes will be referred to the National Department of Transport, which will act as the mediator/arbitrator of such disputes, or to any committee or other party nominated by them.

7.4.7 Upon agreement of the penalty, the Contractor shall issue a credit note for the full amount of all penalties imposed and finalize it in the billing for the following month, along with providing a report to the end-user department. Failure to do so will result in interest being charged on the outstanding amount until the credit note is received.

7.4.8 Consistent or continuous failure by a Contractor to rectify specific service failures can constitute a breach of contract and can lead to contract termination.

7.5 The same process will apply for all penalties issued by the National Department of Transport, with the exception that all amounts will be directly paid to the National Department of Transport or, alternatively, credited to the end users of the contract.

Initials_____

7.6 The Contractor must report on a quarterly basis on all penalties that were finalised during that period.

8 CONTRACT LEAD OUT PROCESSES

8.1 The contract lead-out process will commence a year prior to the contract end date or as soon as the new contractor is appointed.

8.2 As part of the lead-out process, all outstanding invoices must be submitted to end-user departments for payment within a period of 180 days from the date of contract termination.

8.3 The State will not be liable for any invoices received after 180 days of the contract termination date.

8.4 All data related to vehicles that are currently in the process of repair, where vehicles are at the merchant, where vehicles have been approved for repairs or where outstanding approvals are awaited.

8.5 The Contractor shall assist the newly appointed contractor by running parallel system testing and various testing reports to ensure that the data is transferred correctly to the system of the newly appointed contractor.

8.6 Where any approvals were granted by the Contractor, such transactions must be finalised by the Contractor, or an alternative arrangement must be made with the newly appointed contractor in consultation with the State.

8.7 The Contractor shall make at least the following data, as generated during the execution of the contract or as received from previous contractors, available to the State or any other third party as nominated by the State in the agreed-upon format:

8.7.1 All data shall be made available electronically in a mutually agreed format.

8.7.2 Detailed transactional data per vehicle, including historical transactions, shall be made available to be uploaded onto the system of the new contractor.

8.7.3 All Life to Date data per vehicle to be made available to the new contractor or any other party as nominated by the state, with clear explanations of every data field.

8.7.4 List of all user departments, including contact details.

8.7.5 All process flows as developed by the Contractor during the contract period as approved by the Department of Transport.

8.7.6 All information and data transfer must be done within a period of 30 days.

8.7.7 Merchant information to be transferred includes the name of the merchant, the contact details, amounts spent at the merchant, physical address, geographical data and the competencies of the merchant.

8.7.8 All information related to vehicle and part warrantees.

Initials_____

8.8 At the end of the contract period, the Contractor shall assist the State by providing all information that will assist in the transition between the current contractor and the new contractor.

8.9 The Contractor shall retain all data in a manner that is accessible to the end users of the contract, such as a data portal, for a period of 2 years after the end date of the contract. This data must be accessible to the end users of the contract.

Initials_____

CATEGORY A AND A1: MANAGED, MAINTENANCE, REPAIRS, ACCIDENT REPAIRS, DATA INTEGRATION AND REPORTING

9 INTRODUCTION TO REQUIREMENTS

9.1 The state requires a comprehensive managed maintenance solution for its entire fleet. The appointed Contractor will be responsible for ensuring that the state's fleet is effectively managed and maintained, with all necessary repairs and accident-related repairs being conducted.

9.2 Category A and A1 will require the contractor to develop and maintain a fleet management system that enables the State to manage various fleet processes. The category will be divided into Category A and A1 and will need to accommodate users with varying maintenance requirements and processes such as law enforcement.

9.3 The maintenance management functions will encompass all aspects of maintenance, repairs, accident repairs, vehicle inspections, merchant payments, billing to end users, and the provision of support services, including a call centre and provincial offices.

9.4 The Contractor will be tasked with ensuring cost-effective fleet management for the state, including integrating data from all Contractors, conducting management reporting, performing fleet analysis, identifying trends, and minimizing risk.

9.5 The State requires a web-based solution for the seamless uploading of data obtained from Categories B to E of this bid into a unified fleet reporting platform. The contractor is further expected to integrate data from the different categories into meaningful and advanced fleet management reports that will assist Fleet Managers with decision-making on both operational and strategic levels.

9.6 Reports should be available per end user and should include reports provided by the individual categories as standard reports. The system should also be able to generate a high-level overview of the government fleet activities for the National Department of Transport (NDOT).

9.7 The Contractor appointed under Category A must provide the reports on all users of the contract for all categories, irrespective of them not making use of the services as set out in Category A or A1. Some users may only make use of a fuel card or a tracking device. Such information shall be incorporated into a single reporting platform.

9.8 Data transfers from the Contractors appointed under Categories B to E should allow for "real-time" reporting to the State.

9.9 Management and inspection of merchants.

Initials_____

9.10 Pre and Post inspection of vehicles

9.11 The payment of merchants and billing to end user departments.

9.12 Providing support services such as a call centre and provincial offices.

9.13 The platform should make provision for mobile friendly web access or an Android and IOS Application through which fleet information can easily be accessed and approvals for maintenance and repair transactions can be granted.

9.14 The contractor must have the required systems in place to ensure the sharing of large data sets or information. This can be done through a self-service portal or a data sharing platform.

9.15 The contractor must ensure that measures are in place to ensure the accuracy of data. This must be done through regular system and data audits.

10 CAPACITY

10.1 The Contractor must ensure that they have sufficient capacity for the fulfilment of the requirements of the contract. To this end, the Contractor must appoint a dedicated individual as a Contract manager.

10.2 Where any key staff member is not available to perform services due to unforeseen circumstances, the contractor must provide a replacement with relevant qualifications and experience to guarantee the same standard of work. This should be done in such a manner that there is no lapse in the service levels to the end users.

10.3 Where any identified key staff member is not available the Contractor shall appoint and interim staff member to fulfil their functions. Where it is the Contract Manager, the Contractor shall notify the Department of Transport within 7 days. For any other key staff member, the Contractor shall notify the end user within a period of 7 days.

10.4 The state reserves the right to verify all qualifications and conduct reference checks to prove relevant experience of any staff member of the contractor.

10.5 The State reserves the right to request the contractor to replace or rotate a key staff member due to poor performance or where such a staff member fails to deliver on certain tasks.

11 MAINTENANCE AND REPAIR CALL CENTRE

11.1 A maintenance and repair call centre facility must be implemented by the Contractor at no additional cost to the State to manage the maintenance and repair of all vehicles and road construction plant and equipment.

11.2 **Functions of the Call Centre**

Initials_____

11.2.1 In order for the supplier to meet the requirements, the following functions must be provided in the maintenance and repair call centre:

11.2.1.1 Answering of calls

11.2.1.2 A "fast call" option where maintenance transactions are fast-tracked for the repair of all Emergency Medical Services vehicles and vehicles identified as VIP by the end user departments.

11.2.1.3 Maintenance, repairs and accident repairs of all vehicles, road work, equipment and construction plant.

11.2.1.4 Arranging roadside assistance where required.

11.2.1.5 After hours, the call centre must assist in terms of the management of accidents, roadside assistance, break down, towing and minor repairs.

11.2.1.6 Provide technical guidance to officials.

11.2.1.7 Deal with queries from merchants, suppliers and end user departments.

11.3 **Call Centre Requirements**

11.3.1 The Contractor will be required to appoint a suitably qualified and experienced maintenance call centre manager. The confirmation of maintenance call centre management, including the type and size of contracts that are/were managed currently or previously, must be submitted as part of the bid as proof of experience.

11.3.2 Call centre staff must have knowledge of the geographical areas they are assigned to, ensuring effective service delivery and familiarity with local requirements.

11.3.3 The Maintenance call centre should have adequately trained and skilled staff, trained in mechanical, artisan, or technical fields related to motor vehicles or construction plant, depending on the function they are assigned to.

11.3.4 Provision should be made for the appointment of Construction Plant Artisans or individuals with similar skills. An undertaking to appoint or the qualifications of the individual appointed must be submitted. This ensures that the Contractor can provide the necessary expertise and resources for the maintenance and repair of construction plant and related equipment.

11.3.5 The Contractor shall ensure that they have sufficient capacity in the call centre to manage the repairs of construction plant. The construction plant function should be ringfenced within the call centre to deal exclusively with all construction plant and equipment. This separation ensures that specialised attention is given to the unique needs of construction plant maintenance and repairs, improving efficiency and service delivery.

Initials_____

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11.3.6 Access to expert advice should be readily available for handling complex claims or cases, ensuring the repair process is properly managed and any issues are quickly resolved.

11.4 **Call Centre Management**

11.4.1 Operated 24 hours a day, 7 days a week, no cell phones allowed.

11.4.2 The call centre should offer the option to route calls based on the caller's preferred language, allowing officials to receive assistance in the language most comfortable for them, enhancing communication and efficiency.

11.4.3 A toll-free call centre should be provided for departments, suppliers, and merchants contacting the Contractor, ensuring that no cost is incurred for calling.

11.4.4 All calls between the State, the Contractor, and merchants must be recorded for quality control and training purposes. These recordings must be stored for a minimum period of 1 year, unless part of a dispute record, in which case the recordings must be kept indefinitely.

11.4.5 The State must have access to call recordings within 48 hours of an incident occurring, ensuring transparency and accountability.

11.4.6 The call centre must be available 99% of the time, with penalties imposed in the event of failure to meet this service level, ensuring consistent service to the State and its stakeholders.

11.4.7 The Contractor must put contingency plans in place in the event that the call centre is not available.

11.4.8 The Contractor shall ensure that 95% of all calls are attended to by a live representative within 1 (one) minute. An automated telephone answering service does not constitute a call being "attended to" for the purposes of this requirement. This ensures that calls are promptly answered by trained staff and that users receive immediate and personal assistance when needed.

11.4.9 The Contractor will be penalized for every call not answered within 5 minutes.

11.4.10 The call centre must be fully functional at the time of implementation of the contract.

11.4.11 The contractor must appoint a dedicated contact person per province and for Construction plant to assist end users where delays are experienced.

11.5 **Call Centre Reports**

11.5.1 The Contractor must have the capability to generate functional electronic reports for the call centre. These reports should provide feedback to the State on the performance and operations of the call centre, helping monitor efficiency and identify areas for improvement.

11.5.2 These reports should be made available as scheduled electronically, or upon request in writing, within 48 hours. This ensures that the State can access timely and accurate information whenever needed.

Initials_____

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11.5.3 The reports should cover key performance indicators such as average call waiting times, call duration, and the number of dropped calls. These metrics will allow the State to assess the quality of service provided by the call centre.

11.5.4 The information in the reports should be available for each national department, provincial department, or entity participating in the contract. This will enable detailed tracking of the performance and service levels specific to each user group.

11.5.5 When requested, all relevant information must be consolidated into one comprehensive report that covers all end users of the contract. This will provide a holistic view of the overall performance of the call centre across all entities involved.

11.5.6 All reports must be customizable to cover specific periods such as a week, month, or year. This flexibility allows the State to analyse call centre performance over different timeframes, helping to track trends, evaluate service levels, and make informed decisions based on data.

11.6 **Requests for Maintenance and Repairs**

The Contractor must ensure that the following is done in the maintenance and repair authorization process:

11.6.1 Allocate the work to a supplier in line with the guidelines as set out in this contract, Annexure C.

11.6.2 Refer the official to the correct merchant to where the work was allocated.

11.6.3 Arrange for the inspection of vehicles where required

11.6.4 Scrutinize the request from merchants and suppliers on repairs or fitment to be done with consideration of the following:

11.6.4.1 The mandate of the end user

11.6.4.2 The vehicle age,

11.6.4.3 Life to date expenditure,

11.6.4.4 Repeat repairs

11.6.4.5 Warrantee of parts previously replaced

11.6.4.6 Expected part lifespan and request for replacement.

11.6.4.7 Possible cause of damage

11.6.4.8 Request and receive quotations from merchants and suppliers

11.6.4.9 Compare the quoted amounts to part prices and labour rates as contained on the system of the Contractor.

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11.6.4.10 Negotiate savings with the merchant in line with part and labour prices as contained on the system and the repair time of the vehicle.

11.6.4.11 Submit a document for approval (clearance document) to the end user department to approve the repair as set out in the mandate of the end user department. (Please refer to Annexure E for the fields to be specified in the approval document.)

11.6.4.12 Provide the approval for repairs to the merchant or supplier and notify the end user department of the anticipated repair time.

11.6.4.13 Follow up on actual vehicle repair time with the merchant or supplier

11.6.4.14 Arrange for pre and post inspections where required.

11.6.4.15 Any other maintenance related matters emanating from this contract or the subcontracts with the maintenance suppliers.

11.7 **Completion of Work**

11.7.1 The merchant must notify the call centre when the repairs are completed. Upon receiving this notification, the call centre shall provide the merchant with a reference number for the completed repair.

11.7.2 The call centre will notify the end user department for collection of the vehicle and provide them with the corresponding reference number. No vehicles shall be released by the merchants without prior notification from the call centre to the official responsible for vehicle collection.

11.7.3 In the event that the vehicle is insufficiently repaired or the repairs are not up to standard, the official must communicate this to the call centre for the repair process to be managed through the call centre. Officials should not return vehicles to the merchant without notifying the call centre.

11.7.4 The approval as granted to the call centre must be verified against the actual invoice as received from the merchant or supplier.

11.7.5 End users should have access to track the status of vehicle repairs throughout the entire process. This access should include detailed information about the individual vehicle, as well as an overall report of the repair status. This ensures transparency and allows end users to monitor the progress of repairs in real-time.

11.7.6 The information collected during the repair process must be compiled and used by the contractor to generate an accurate downtime report. This report will provide the end user department with detailed insights into the time each vehicle was out of service, which is crucial for fleet management and operational planning.

12 **PROVINCIAL OFFICES**

Initials_____

12.1 **General**

12.1.1 The contractor must have offices in all provinces. If the contractor does not have existing offices in all provinces, the contractor must ensure that the offices in each province will be established and operational at the commencement date of the contract.

12.1.2 The contractor must furthermore refer to the functions that will be performed in these offices, as well as the number of staff at these locations and their level of expertise.

12.1.3 Offices will be required in Polokwane, Mbombela, Mafikeng, Bloemfontein, Kimberley, Cape Town, Pietermaritzburg, East London, Johannesburg and Pretoria.

12.1.4 The cost of establishing and maintaining fully functional provincial offices will be for the cost of the Contractor, including all infrastructure required.

12.1.5 Within a period of three months from the commencement of the contract, the Contractor shall have established physical presence in all provinces at the location agreed on with the province and a dedicated official for the National Departments at the cost of the Contractor. The Contractor will be required to submit proof in the form of a municipal account or rental agreement after three months of the contract being awarded as confirmation that the requirement for provincial offices has been fulfilled.

12.1.6 The location of the office shall not be changed prior to consultation with the end user departments in that province.

12.2 **Functions of The Provincial Office**

12.2.1 General customer services, including attendance, and participation in end-user departmental and provincial transport forums, client visits and training.

12.2.2 Daily management of the contract.

12.2.3 End user support with access to the maintenance and repair call centre system to assist the end user in resolving queries.

12.2.4 Track the status of any repairs, fitments or new orders.

12.2.5 Assist departments and resolve issues that arise with the day-to-day operation of the contract.

12.2.6 Assist with the optimisation of the State's fleet by following best fleet management practice.

12.2.7 Distribution of invoices to end-user departments.

12.2.8 Proactively analyse the State's fleet management costs.

12.2.9 Facilitate training with end-user departments on fleet management principles and the interpretation of reports.

Initials_____

12.2.10 Act as nodal points for the collection of all reports and documents related to the maintenance and repair functions of the contract.

12.2.11 Generation of nonstandard reports

12.2.12 Correction of any information as contained in reports or otherwise.

12.2.13 Distribution of hard copy reports to end users as and when requested.

12.2.14 Assist Departmental Transport Control Officers and Transport Officers with the reports generated.

12.2.15 Interrogate data in reports to ensure accuracy of reports and the investigation of inaccuracies, and the correction of reports where required.

12.2.16 Identification of trends and trend analysis

12.2.17 Assist with any merchant-related challenges along with the technical inspectors within the region.

12.2.18 Provide administrative support to inspectors

12.2.19 Order and distribute number plates

12.2.20 Identify risks in maintenance and repair transactions.

13 END USER TRAINING

13.1 Over and above the requirements for end user training as set out in the general requirements, the appointed contractor for Category A will be required to provide training on:

13.1.1 Reporting of accidents and losses;

13.1.2 Fleet analysis and interpretation of reports

13.1.3 Corrective measures to be implemented based on identified trends

13.1.4 General fleet management training

13.2 The state will not require the Contractor to pay for any vehicle user training (in terms of the practical training in the application of the vehicle or driver training) as part of this contract.

13.3 The Contractor will be required to report on all training undertaken on a monthly basis in terms of training in the application of the vehicle, as well as the cost thereof to the state.

14 FLEET ADVISORY SERVICES

14.1 The Contractor is required to conduct a bi-annual evaluation of the State fleet, ensuring that a comprehensive analysis is presented. The evaluation should cover key fleet management areas and provide insights into optimization strategies. The presentation should be made in a format and manner agreed upon with the National Department of Transport, in collaboration with the end user departments. The critical evaluation must cover, but is not limited to, the following aspects:

Initials_____

14.1.1 **Utilization**: Assessing the effectiveness of fleet usage, identifying underutilized or overutilized vehicles, and offering suggestions for improvement.

14.1.2 Fuel and Maintenance Control: Reviewing fuel consumption patterns, maintenance schedules, and procedures to ensure efficiency and cost effectiveness in fleet operations.

14.1.3 Loss Control: Identifying areas where losses or thefts could occur, including maintenance and operational risks, and offering strategies to minimize them.

14.1.4 Vehicle Selection: Analysing the current fleet composition, considering whether it aligns with the needs of the departments and offering recommendations for vehicle replacements or upgrades. Including comparisons of different vehicle makes and models with the same applications.

14.1.5 Risk Management: Reviewing risk management practices related to fleet operations, including vehicle accidents, theft, and regulatory compliance.

14.1.6 Fleet Composition: Assessing the types of vehicles within the fleet to ensure the right mix for operational needs, efficiency, and sustainability.

14.1.7 New Technology: Identifying and recommending new technologies that can improve fleet performance, including systems to prevent abuse or misuse (e.g. fuel monitoring systems).

14.1.8 Recommendations for Improvement: Providing actionable insights and recommendations to improve the fleet management system, optimise costs, and enhance service delivery.

14.2 Additionally, the Contractor is expected to provide an effective and efficient fleet management consultancy service, ensuring that the State fleet is utilised optimally and cost-effectively. This consultancy service should be proactive, offering guidance on both operational and strategic fleet management practices.

14.3 The Contractor shall provide technical fleet management consultation that must cover, amongst others, the following: best fleet practices, solutions to identified challenges, advice on cost savings, trends, predictive models, predictive budgets, vehicle replacement cycles and uneconomical vehicle repairs based on Life to Date cost.

14.4 Where required and where the Contractor does not have the required expertise in-house, such expertise shall be sourced by the Contractor at their own cost as required.

15 MANDATE DOCUMENT

15.1 Each end user department shall be required to sign a mandate document with the appointed contractor. The mandate document shall stipulate the delegated officials within the end user department who have the authority to approve various aspects of the contract, such as maintenance and repair transactions, work allocation, access to information and the point of contact for payments.

Initials_____

15.2 By signing the mandate, both the contractor and the end user department will formalize their roles and responsibilities, ensuring smooth communication and approval processes for duration of the contract

15.3 The Contractor shall update or amend these mandate documents, as and when requested to do so by the end user department. Failure by the contractor to update the mandate document within a period of a week (7 calendar days) will result in a penalty as set out in Annexure F.

15.4 From time to time, government officials that may normally occupy a post or fulfil a certain function may not be available to execute their assigned duties. In terms of the Public Service Act, an employee shall be appointed in writing to act in a specific position. In the case of the head of department, the relevant executive authority will appoint the official to act in the position.

15.5 The Contractor shall ensure that they have practical measures in place to allow the official acting within a specific position to execute the functions as per the signed mandate document of the department.

16 TRANSACTIONS

16.1 The headings for the definitions of transactions as set out in this document will be the only acceptable headings for fees to be used in the consolidated account to the State. In the event that an additional category of transaction is required, it will be done through a change control process at no additional cost to the State.

16.2 **Accident Damage**

16.2.1 Any unexpected and undesirable event or incident resulting in damages to the vehicle that cannot be defined as maintenance or repairs.

16.3 **Batteries**

16.3.1 Any costs related to the replacement, fitment, charge or repair or batteries.

16.4 **Exhausts**

16.4.1 Any costs related to the replacement, fitment, or repair of any parts related to the exhaust system of the vehicle.

16.5 **General Maintenance and Servicing**

16.5.1 This refers to all work done on the vehicle, and that's included in the normal service plan or service schedule of the vehicle as set out in the manufacturer's manual/ owner manual or vehicle service handbook or any other repairs as required due to normal wear and tear. These transactions must be classified further into the following categories:

16.6 **Drive Train**

Initials_____

16.6.1 Any repairs to the drive train of the vehicle including the drive shaft, axles, transmission, engine and clutch.

16.7 **Accessories**

16.7.1 The fitment and maintenance of additional equipment fitted to a vehicle that does not form part of the vehicle's standard specification as released by the respective motor manufacturer.

16.7.2 These items must not have any effect on the standard guarantees and warranties of the vehicles in question. It can include items such as radios, canopies, air conditioning, tow bars, tyre bands, window laminations, decals, sirens, star bars, rubber mats, rubberizing, two-way radios etc.

16.8 **Car wash and Valet Services**

16.8.1 All car wash, valet transactions or any other transactions related to the cleaning of a vehicle.

16.8.2 These transactions must be identified as a separate line item in terms of billing.

16.8.3 Reports must make provision for separate reporting on all car wash and valet services to assist departments in managing this expenditure.

16.8.4 The Contractor must ensure that all car wash transactions are done in line with the definition as provided.

16.8.5 The Contractor must ensure that a practical system is in place for the authorisation of car wash transactions that is user-friendly.

16.8.6 Car washes that form part of the normal service of a vehicle, and all other car washes, must be reported as a separate item under the maintenance reporting.

16.8.7 Car washes transaction can include any of the following:

16.8.7.1 "Wash 'n go" service

16.8.7.2 Engine steam cleaning and valet services

16.8.7.3 Undercarriage cleaning

16.8.8 All car washes must be done in line with environmental regulations.

16.8.9 EMS vehicles shall not be included in the contract as the cleaning of these vehicles are covered under the EMS regulations.

16.8.10 The contactor will be required to put controls in place to manage and report on all car washes and to prevent fraudulent activities.

16.9 **Compliance certificates**

16.9.1 Any transactions related to licensing, certificate of fitness (COF) or any other official document or certificate as required in terms of the Road Traffic Management legislation must be classified separately.

Initials_____

16.10 **Refurbishments**

16.10.1 Refurbishment transactions are any transactions where a vehicle or construction plant equipment is repaired with the objective to renew or alter the state of such vehicle or construction plant. This can include the replacement of a number of major parts or repair and maintenance of any conversion in order to prevent future breakdown and extend the life cycle and practical use of the vehicle.

16.11 **Repairs**

16.11.1 All additional repairs undertaken on a vehicle, excluding maintenance, accident damage, and engine overhauls as per the definitions included in this document.

16.12 **Glass**

16.12.1 Any repairs to the glass of the vehicle, irrespective of the reason for damage. This includes side windows, rear windows and windscreens.

16.13 **Running Costs (Fuel and Oil)**

Fuel:

16.13.1 All transactions related to the procurement of diesel and petrol must be recorded. Each fuel transaction should include the following details: date, merchant, quantity in litres, and price, regardless of whether the fuel is dispensed from a bowser or a standard on-road fuel outlet.

Oil:

16.13.2 Transactions must be priced either per pint or based on the volume purchased. Any exceptions should be clearly highlighted. If the merchant is unable to provide this information, the Contractor to the State is responsible for addressing the issue directly with the merchant. This requirement does not apply to oil purchased during routine vehicle servicing.

16.13.3 The Contractor shall provide a system that allows end users working with construction plant to top up various types of oils and fluids (e.g., hydraulic oil, antifreeze, brake fluid, etc.).

16.14 **Tyres, tubes and associated maintenance**

16.14.1 The actual costs of, tubes, wheel balancing, wheel alignments, puncture repair fitment and any other costs related to tyres.

16.15 **Toll**

16.15.1 All fees as incurred when a vehicle travels on a designated toll road, whether toll is collected manually or via E-Tolling.

16.16 **Shock absorbers**

Initials_____

16.16.1 Any costs related to the replacement, fitment, or repair of any parts related to the shock absorbers of the vehicle.

17 MAINTENANCE INCLUSIONS AND EXCLUSIONS

17.1 All vehicles as contained in the definition must be maintained, including any accessories fitted to these vehicles.

17.2 No appliances installed on or used within vehicles are required to be maintained.

17.3 Fixed assets, such as affixed stationary generators, cranes or any small handheld tools or equipment shall be excluded from the maintenance on this contract.

18 LICENSES AND COMPLIANCE CERTIFICATES

18.1 General

18.1.1 In accordance with the provisions of the National Road Traffic Act (93 of 1996), the responsibility for licensing motor vehicles lies with the owners of the vehicles, which in this case are the end-user departments.

18.1.2 If the department chooses to outsource the responsibility of licensing to the Contractor, the department remains responsible for ensuring that the proxy completes and signs the licensing forms in accordance with the requirements of the National Road Traffic Act (93 of 1996) before the vehicles are licensed.

18.1.3 The Contractor shall be required to maintain a record of the issuance dates of all compliance certificates and/or licenses, as well as their respective expiry dates.

18.1.4 The Contractor must make a service available to the end user departments of the contract, to allow for the renewal of vehicle compliance certificates. This will include the payment or any other assistance required for the renewal or issuing of any other compliance certificate.

18.1.5 The Contractor will be required to report on the expenditure of all transactions related to licensing or compliance certificates.

18.2 COF (Certificate of Fitness) And RW (Road Worthy)

18.2.1 The normal work allocation process will be followed to appoint a merchant that will ensure that the COF or RW are done.

18.2.2 The same merchant shall be responsible for all repairs on the vehicle even if additional repairs need to be made to the vehicle to ensure that the COF or RW can be issued.

18.2.3 Weigh Bridge Certificate or Homologation Certificate

18.2.4 The Contractor shall ensure that the payment method is in place to assist end user departments that need to obtain these certificates.

Initials_____

18.2.5 The Contractor shall ensure that all payments made, including the transaction date, certificates issued, and their expiry dates, are reported. Proactive reporting must be provided to the end-user departments to prevent the payment of any penalties.

18.3 **Abnormal Load Certificates**

18.3.1 A merchant database must be maintained, along with the administration of work allocation and the processing of merchant payments.

18.4 **Other Equipment**

18.4.1 End user departments are responsible for the regular testing and servicing of any equipment in accordance with Road Traffic Legislation as well as for replacing equipment when necessary. The Contractor shall facilitate these transactions and maintain records of expiry dates or the dates for the next inspections, such as for fire extinguishers.

19 **MANAGEMENT REPORTING**

19.1 **General**

19.1.1 The Contractor must demonstrate proven IT capabilities to provide management reports in both hard copy and electronic format, starting from the award date of the contract.

19.1.2 All reporting to the State must be aligned with the State's financial year, which runs from 1 April to 31 March.

19.1.3 The Contractor shall maintain an IT system that enables the State to access and retrieve accurate and relevant management information 24 hours a day.

19.1.4 It is the Contractor's responsibility to provide accurate and relevant management information on an ongoing basis, enabling end-user departments to manage and make strategic decisions regarding their fleet.

19.1.5 The Contractor appointed under Category A shall be responsible for maintaining the government vehicle asset register for all items covered by this contract. The Contractor must ensure that all required information is made available through an automated update process at least daily to all other contractors.

19.1.6 During the development and implementation phases, the Contractor is expected to visit all end-user departments as identified by the CCGMT, based on their needs.

19.1.7 The Contractor should have a dedicated IT team in place to engage directly with end-user departments, ensuring that the information captured in the system is available in the required format or can be corrected as needed.

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19.1.8 All information provided on the system and accessible to the end-user departments should reflect real-time data as it is captured or imported into the Contractor's system.

19.1.9 The Contractor's system must allow authorized parties to print online reports, provided they have the necessary access rights.

19.1.10 The access to the reports may be granted to other parties that may not be the account holder or may not feature on the mandate document. The Contractor must ensure that reporting can be done on departmental or user level, irrespective of the account holder.

19.2 **Monthly and other scheduled reports**

19.2.1 The Contractor shall supply the end user department with a billing pack. The billing pack shall consist of the invoice as well as all supporting documentation required to assist end user departments with the reconciliation of the bill.

19.2.2 The Contractor shall ensure that, at the end of each month, a monthly report is generated per end user comprising of various different individuals reports. These reports should be made available electronically to the end user department.

19.2.3 All monthly reports must be kept as a record on the system of the status of the fleet for every end user as that specific date and time.

19.2.4 The end user department should be able to schedule reports that will be emailed to the designated users within the end user department. These reports, depending on the content should be sent out on a daily, weekly or monthly basis as required by the end user departments. The end user department must have the option of setting up and scheduling of the reports themselves or requesting the Contractor to do so on their behalf.

19.3 **Changes to reports**

19.3.1 Upon request from the end-user department, the Contractor should be capable of altering, changing, or creating new reports as needed, at no additional cost to the State.

19.3.2 The Contractor and the National Department of Transport shall agree on a process to be utilized for a report to be finalized as a standard report. This will include the required user acceptance testing and possible committee approvals required.

19.3.3 The development process for any report must be completed within two months of the award of the contract or from the date the request for the report is made.

19.4 **Information portals and data sharing**

Initials_____

19.4.1 The Contractor must provide a data-sharing application for cases where an end-user requires a large dataset or data dump. All data dumps must be made available to the end-user department within 48 hours of receiving such a request.

19.4.2 The Contractor shall provide an information portal for end-users, allowing them to download any source documentation generated through maintenance or repair transactions. The source documentation should be organized by vehicle and indexed by transaction number. This includes quotations, vehicle inspections, invoices from merchants, signed clearances, and any other relevant documentation.

19.4.3 A similar portal must also be made available for officials to download merchant inspection records.

19.4.4 The Contractor shall ensure that vehicle history and transaction data related to any vehicle are integrated from the current contractor's information. This data must be retained for the duration of the contract, even in cases where vehicles have been withdrawn or cancelled.

19.4.5 An end-user department may request the Contractor to integrate any additional information into their system, regardless of the source of such information. This integration will be carried out at no additional cost to the State.

19.5 **Layout of reports**

19.5.1 Reports and reporting systems shall be user friendly.

19.5.2 Each report shall have a narrative heading which indicates the nature of the report and clearly identifies at least the Responsible Manager and the User Department/cost centre;

19.5.3 The Contractor's information system shall provide information relating to the government's fleet at the following levels:

Table 1: Reporting Levels for Managed Maintenance

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

19.5.4 The reports/data required in an electronic format and hard copy shall be easily accessible through an efficient, user-friendly menu system compatible with at least Microsoft Windows operating system;

19.5.5 All reports must be exportable to at least a Microsoft Windows application.

Initials_____

19.5.6 The purpose and suggested usage of each report shall be documented in "help" manuals and discussed during training sessions conducted by the Contractor throughout the duration of the contract.

19.5.7 Reports must be comprehensive enough to enable the State to initiate investigations or take corrective action as needed.

19.5.8 The system must allow the user to retrieve data based on various parameters to generate specific reports.

19.5.9 Please refer to Annexure G for a summary of the current reports and the required fields. The Contractor must continue to develop additional reports, where required by the end user departments.

20 TRANSFER OF INFORMATION

20.1 Accurate and Timeous Information:

20.1.1 Contractors in categories B to E are expected to provide accurate and verified information to contractors in category A on a daily basis, or according to the agreed-upon timeline and dates. Information should be uploaded in real-time whenever possible, but no later than 24 hours after the event.

20.1.2 All information transfers between the appointed contractors must be automated and occur on a regularly scheduled basis. The format of these transfers should be agreed upon by all contractors to ensure that the data is as close to "real-time" as possible.

20.1.3 If certain functions are performed in-house, the responsibility for supplying accurate and timely information will lie with the end user.

20.1.4 Delayed, incorrect, or missing data will negatively impact the accuracy and functionality of the reporting system and should be avoided at all costs.

20.1.5 The Contractor will maintain accurate records of when data feeds were received and when they were uploaded.

20.2 Data Uploads

20.2.1 All users in Category A of the bid may request the Contractor's assistance to upload vehicle information that falls outside the scope of other contractors in Categories B to D. To facilitate this, the Contractor should develop a self-service portal that allows end users to upload and update information.

20.2.2 The responsibility for completing and verifying the accuracy of the information lies with the end user.

20.2.3 The Contractor must provide an electronic format for submitting data for upload and should allow uploads to be performed either upon request or on a regular monthly basis, as required by the end-user department.

20.2.4 All information must be accurate and signed off by the user before being imported into the system.

Initials_____

20.3 **Non-Compliance**

20.3.1 Non-compliance in supplying timely and accurate information by the successful bidders in Categories B to E may result in penalties and, ultimately, contract cancellation for those categories.

20.3.2 The inability of successful bidders in Categories B to D, or user departments, to perform agreed-upon tasks will not affect the performance of the successful bidder in Category A and will not be considered non-compliance by the Category A bidder.

21 **REPORTING SYSTEM REQUIREMENTS**

21.1 **General**

21.1.1 The system should be available 99% of the time.

21.1.2 In the event that the system is not available for 24 hours, without prior notification to the State, a penalty as contained in Annexure F will be applicable. Such a penalty can be waived by the State should the circumstances resulting in the downtime be outside the control of the contractor.

21.1.3 The requirement from the State is to receive standard reporting, analysis of fleet data and the identification of trends throughout its fleet operations.

21.1.4 The system should facilitate the coordination and streamlining of all activities related to the day-to-day operations, asset management, and lifecycle tracking of the state's entire fleet, from ordering to disposal.

21.1.5 The system should provide robust reporting and analytic capabilities, enabling real-time visibility into fleet performance and fleet management indicators in the management of the various fleet processes.

21.1.6 The Contractor will be required to conduct comprehensive Business Requirement Specification meetings with the State and it's end user departments to understand and incorporate their specific needs and workflows into the system. Due to the nature of the State's business requirements, more than one workflow may be required for a specific process or function.

21.2 **User Access and System Rules**

21.2.1 The system should incorporate robust security measures, including role-based access control, data encryption, and industry-standard authentication and authorization mechanisms, to ensure the confidentiality, integrity, and availability of sensitive fleet data.

21.2.2 Reporting system should have adequate system security, password protection and a password policy aligned with the needs of the end user.

21.2.3 Provisions should be made to allow for self-service password recovery.

21.3 **System Support**

Initials_____

21.3.1 The contractor must ensure that they have a team in place that will provide any offsite system support that may be required for the full duration of the contract term.

21.4 **System Recovery**

21.4.1 In the event of a system failure, the successful bidder of Category A and A1 should be able to reinstate the information to as close to the current state as possible to prevent minimal data loss.

21.4.2 Full system backups must be conducted every 24 hours.

21.4.3 Simulated system recovery plans should be performed every 90 days on a separate server and measured accordingly. Internal Testers to perform a comparison between the recovered system and current system. The outcome of the system recovery exercise should be provided to the NDOT within 5 working days after completion.

21.5 **System Training**

21.5.1 The contractor must ensure continuous training of the staff of the end users on the reporting system at no additional cost to the State.

21.5.2 Training needs to form part of the implementation plan of the contractor to ensure that end users have access to their fleet information from the inception of the contract.

21.5.3 The contractor must allow for the training to accommodate different end-user requirements, some only using certain modules of the platform.

21.5.4 The contractor shall provide the State with a system manual, which might be in either electronic or hard copy, on the procedures to follow related to operating the system

21.6 **System Maintenance and Development**

21.6.1 The implementation of all systems developments or upgrades must be done outside of office hours or during weekends.

21.6.2 The identification and prioritisation of enhancements and updates will be the responsibility of the National Department of Transport in consultation with the Coordinating Committee on Government Motor Transport (CCGMT)

21.6.3 The enhancements should be applicable to all end users.

21.7 **System Ownership**

21.7.1 The ownership of the systems will remain that of the contractor for the duration of the contract. All data and information generated in the execution of the contract will however, remain the property of the State.

22 REPORTING SYSTEM IMPLEMENTATION

22.1 **General**

Initials_____

22.1.1 The implementation plan will commence on the date of the award of the contract and must be completed, prior to 31 March 2026.

22.1.2 The National Department of Transport (NDOT) will be facilitating the implementation process. The NDOT may consult with the members of the Coordinating Committee on Government Motor Transport (CCGMT) on specific operational matters as and when required.

22.1.3 The appointed contractor of Category A and A1 should commence with the consultation and testing processes with the successful bidders in category B to D as soon as the bids are awarded.

22.2 **Implementation**

22.2.1 The implementation process must have clear timelines.

22.2.2 Specification of system functionality, which should include an analysis of the current system and the necessary developments to meet the contract requirements.

22.2.3 Data integration, including data verification and testing processes, to ensure that the data is accurate and complete.

22.3 **End user testing**

22.3.1 End-user testing must include system functionality, reporting, and billing.

22.3.2 Parallel system testing with the current contractor must be conducted to ensure the successful and complete transfer of information.

22.3.3 Implementation will be considered complete once all information is successfully integrated into the system, and both end-user testing and parallel system testing are successfully completed.

22.4 **Historical Data**

22.4.1 As part of the RT46/2020 contract transition process, the current contractor will facilitate the export of all historical data for fleet vehicles in a mutually agreed format to ensure successful import into the new contractor's system.

22.4.2 The Contractor is responsible for ensuring the accuracy of all historical data by implementing the necessary data verification processes and conducting testing during the transfer of all data from the existing contractor under RT46/2020.

22.4.3 Upon the award of the contract, the Contractor will be required to engage with the existing contractor under RT46/2020 and develop a comprehensive project plan for approval by the Department of Transport. The project plan must also account for multiple rounds of end-user testing.

Initials_____

22.4.4 It is expected that all data from the current contract be imported during the implementation period of the new contract. The Contractor must ensure the completeness of the data, including transactional details for all vehicles, regardless of whether the vehicle is active or not.

22.4.5 As some historical vehicle data may not be required, the Contractor and the user will agree in writing on which data should not be uploaded.

22.4.6 Where necessary, parallel system testing will be conducted.

23 DISPUTE RESOLUTION PROCESS

23.1 Any end-user department must follow the dispute resolution process before initiating any claim against the Contractor.

23.2 The Contractor must have a process in place to resolve any disputes that may arise regarding the payment or repair of a vehicle. Such disputes can be categorized into:

23.2.1 A dispute between the department and the merchant performing work on the vehicle,

23.2.2 between the Contractor and the merchant

23.2.3 between the Contractor and the end user department,

23.3 It is imperative that the vehicle's downtime be minimized to the greatest extent possible, regardless of the existence of any disputes.

23.4 The dispute resolution processes need to address the following matters:

23.4.1 The cause of the damage to the vehicle or any part thereof must be determined. This may include, but is not limited to, neglect by the official, improper use of the vehicle, a warranty claim, poor workmanship from a previous repair, damage resulting from an earlier accident or incident, parts failure, or neglect by the merchant.

23.4.2 Depending on the cause of the damage, the responsible party will be required to cover the cost of the damage incurred. If the Contractor and the merchant or end-user department cannot reach an agreement on the cause of the damage, the Contractor shall, at its own cost, appoint an independent third party, in consultation with the end-user department or the merchant, to inspect the vehicle and determine the cause of the damage.

23.4.3 The entire process shall be completed and the vehicle repaired within a maximum period 15 working days or as agreed with the end user department.

23.4.4 If the end-user department or the merchant is not satisfied with the outcome or report from the independent third party, they may, in consultation with the Contractor and at their own cost, appoint another independent party to provide a report.

Initials_____

23.4.5 The Contractor must ensure that the process is closely monitored and that the end-user department is kept informed of the progress via email.

24 TOWING SERVICES AND ROADSIDE ASSISTANCE

24.1 The call centre must be available to arrange towing, vehicle recovery, or roadside assistance for a government vehicle 24 hours a day, 7 days a week, including public holidays.

24.2 For towing services, the Contractor shall, upon receiving a request from a driver, traffic officer, Fleet Responsibility Manager, or Departmental Transport Officer, arrange for a reputable towing service to tow the vehicle to the nearest approved merchant.

24.3 The Contractor must facilitate the payment and release of a vehicle after being towed if the vehicle was not taken to an approved merchant due to the driver being incapacitated.

24.4 Vehicles should be towed to the closest approved merchant, taking into consideration the merchant's capacity and any jobs already allocated to it.

24.5 The Contractor shall ensure that the most suitable towing solutions, such as flatbed towing or other methods, are provided based on the circumstances.

24.6 The Contractor must supply a sticker that will be affixed to the vehicle to ensure that the vehicle is not towed without the required authority on it presenting the toll-free call centre number of the Contractor.

24.7 The Contractor must notify the end-user department that owns the vehicle via email for every vehicle towed, providing details of the approved merchant, the reason for the towing service, and the vehicle's physical location. A summary report of all tow-in services must be provided to the State on a daily basis.

24.8 The Contractor shall be responsible for any additional damage to the vehicle that occurs during the towing process.

24.9 The risk of loss or storage charges for vehicles towed to unauthorized merchants shall be borne by the Contractor.

24.10 Storage costs must not be paid by the Contractor unless such costs were unavoidable due to the official being incapacitated or if the vehicle was moved to a non-approved merchant on the instruction of a law enforcement officer. The Contractor shall minimize storage costs incurred by the end-user department.

24.11 Records of the full process and timelines must be tracked and reported on, including: the time the call was logged, the official who logged the call, the response time for confirming when the tow-in service arrived on-site, the location of the accident or incident, the location where the vehicle will be moved, and the contact details of the merchant where the vehicle was towed.

24.12 No towing fees will be paid by the end-user department if a vehicle needs to be returned to the merchant as a return job due to substandard parts or workmanship.

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24.13 In an urban area, the Contractor has a maximum of 1 hour to ensure that the tow-in or roadside assistance service is on-site. In a rural area, the maximum time is 2 hours, and in a remote area, it is 3 hours.

24.14 Provisions shall be made to assist an end-user department that needs to operate outside the borders of South Africa in the event of a mechanical breakdown. This will require prior notification and arrangement by the end-user department with the Contractor.

24.15 Separate arrangements may be made by end-user departments through their mandate if the removal of equipment needs to be done by the end-user department.

25 VEHICLE MAINTENANCE AND REPAIRS

25.1 General

25.1.1 The State reserves the right to provide any service in-house through its government garages, internal workshops, or any other means it deems appropriate. In such cases, the State may request the Contractor to capture and report the details of these transactions.

25.1.2 Should the State undertake maintenance or repairs on a vehicle or equipment, the Contractor will not be responsible for procuring parts.

25.1.3 The process for allocating work to various merchants is outlined in Annexure C. This methodology for distributing work may be amended periodically upon the instruction of the National Department of Transport, following consultation with the CCGMT.

25.1.4 In accordance with Annexure C, the Contractor must ensure that various methods of transaction approval are supported. These methods may include approval based on transaction types, transaction values, or end users.

25.1.5 The maintenance authorisation process may be revised following consultation with the National Department of Transport or the relevant end user, as specified in their mandate.

25.1.6 The Contractor shall ensure that no vehicles are serviced or undergo maintenance at a merchant that could potentially jeopardise the vehicle's warranty, unless explicitly instructed in writing by the end user to proceed with such services.

25.1.7 The Contractor shall proactively monitor merchants' compliance with established standards and their adherence to the terms of the merchant agreements.

25.2 Maintenance and Service Plans

25.2.1 The Contractor shall ensure that all information pertaining to service and maintenance plans is accurately captured in the system, and that these plans are utilized to their full potential. All work performed under these maintenance or service plans must be documented in the vehicle's history.

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25.2.2 The Contractor shall be responsible for any costs incurred if a service or maintenance is paid for, despite the existence of a valid service or maintenance plan.

25.2.3 The Contractor shall have automated alerts that notify users when vehicles are due for service and maintenance, based on either mileage or vehicle age. This process should rely on intelligent algorithms for full automation.

25.3 **Minimum IT System Requirements**

25.3.1 Have a system capable of automatically registering repeat work or repairs resulting from abuse;

25.3.2 The system must integrate with a parts sourcing platform that is independent of specific suppliers and can provide accurate OEM pricing and, when applicable, offer alternative parts options that meet required standards.

25.3.3 Have access to manufacturer's "recall programs" and "service bulletins";

25.3.4 Have a system that is capable of automatically registering or identifying warranty claims;

25.3.5 The systems should allow the call centre agent to:

25.3.5.1 Institute and negotiate warranty and policy claims with merchants in conjunction with the State;

25.3.5.2 Negotiate discounts with merchants on behalf of the State and pass this on to the State;

25.3.5.3 Consider the life-to-date / life span costs of the vehicle in consultation with the State before any authorization of a maintenance transaction is approved.

25.4 **Mobile Application or Mobile-Friendly Web Interface**

25.4.1 The end user must have access to an Application (IOS and Android) or a web-friendly interface. This application or interface must at least have the following functionality:

25.4.1.1 Request a pre-authorization

25.4.1.2 Notification of pre-authorization and details thereof

25.4.1.3 Notification of delivery of a vehicle to the merchant for maintenance or repairs.

25.4.1.4 Approving (clearing) the transaction electronically.

25.4.1.5 Requesting tow-in or roadside assistance, providing location and other incident details

25.4.1.6 Asset verification

25.4.1.7 Incident notification

25.4.1.8 Ensure accurate documentation and seamless communication

25.4.1.9 Any other functionality that will streamline the processes on the contract

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25.5 **Maintenance Authorization Procedures**

25.5.1 Every end user on the contract shall sign a mandate document (Annexure E). The mandate document will allow the Contractor to approve certain jobs within a specific financial limit or based on the type of work to be undertaken without obtaining approval from the end user.

25.5.2 The Contractor shall ensure that the following are adhered to prior to authorising any job:

25.5.2.1 Upon receiving a telephonic, email, or system notification request for maintenance or repairs from the State, the Contractor shall promptly instruct the State, via telephone, email, or system notification, to deliver the vehicle to an approved merchant. This will be referred to as the pre-authorisation process. The contractor shall provide a report to the end users, where pre-authorisations has lapsed as per the mandate of the end user departments or where officials have cancelled the pre-authorisations.

25.5.2.2 This instruction must consider the work allocation requirements outlined in Annexure C, unless the relevant end user department has specified the allocation of their own work, as provided for.

25.5.2.3 Accurate vehicle identification details, including the chassis number, vehicle description, and odometer reading, must be verified. Additionally, the driver's name and telephone number must be captured.

25.5.2.4 In cases where the electronic work allocations system as set out in Annexure C are used for the assessment, only the quotation generated by the system and that of the merchant will be required for the repair.

25.5.2.5 In the absence of the electronic system or where the system does not have the required benchmark information, the Contractor shall be responsible for obtaining detailed written quotations from no fewer than three merchants to ensure that at least three quotations are received. These detailed quotations, including the estimated time required for the completion of the work, shall be made available to the end user upon request.

25.5.2.6 If the Contractor has not received the required quotations as per the time frames as contained within this SCC, the Contractor may authorise a merchant to proceed with the repair transaction based on the quotes received.

25.5.2.7 Where required in terms of the mandate of the end user department, the Contractor shall notify an inspector to do a pre-inspection on the work that must be done.

25.5.2.8 The Contractor shall verify each request to determine whether the vehicle or its parts are still under warranty, or if the request involves a repeat of a similar job for which warranty coverage may apply. Additionally, the Contractor must ensure that the work or service quoted for is necessary for the vehicle.

25.5.2.9 The quotation shall be evaluated against benchmarks for similar jobs, with consideration to the parts required, parts prices, and labour rates within the same or similar geographical area.

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25.5.2.10 If the quotation amount or job type falls within the approved mandate of the end user, the Contractor does not require further approval from the end user and shall proceed with the job.

25.5.2.11 If the quotation falls outside the mandate given to the Contractor, the contractor must acquire approval from the mandated official from the end user to proceed with the job.

25.5.2.12 The mandated official must be notified for them to either approve or not approve the job through the application, the system of the contractor or via email.

25.5.2.13 The format of the approval must be in line with the approval document (example attached as Annexure E).

25.5.2.14 All amounts reflected on the approval document submitted to the end user department by the Contractor must align with the actual detailed quotation received from the merchant.

25.5.2.15 This must be done in such a way that it can be linked to specific officials and that an audit trail is kept.

25.5.2.16 The end user will approve the transaction, either through the Application/Mobile-friendly web interface or via email.

25.5.2.17 Upon receiving approval or approving the transaction in accordance with the end user department's mandate, the Contractor shall issue an authorisation number to the merchant. This number must correspond with the invoice provided by the merchant for payment.

25.5.2.18 The Contractor shall monitor the progress of the vehicle repair in accordance with the initial estimate provided by the merchant and will notify the end user department when the vehicle is ready for collection.

25.5.2.19 If additional or unforeseen damage is identified on accident-damaged vehicles during repairs, the Contractor is permitted to adjust the approval for repairs up to 40% of the original quoted price, or as specified by the end user department in its mandate.

25.5.2.20 The Contractor is required to provide a report identifying merchants that request amendments to the initial quotations, including the original approved amounts, adjusted amounts, and the corresponding percentage changes. If a merchant is identified as repeatedly requesting adjustments to the initial quoted amount, the end user department may request an investigation, or that the merchant be soft-locked or suspended.

25.5.2.21 If a post-repair inspection is required, the Contractor shall ensure that the inspection is conducted prior to notifying the end user department that the vehicle is ready for collection.

25.5.2.22 Upon completion of the work, the Contractor shall notify the end user department that the vehicle is ready for collection. The Contractor shall implement a system to ensure that only the end user department can collect the vehicle. This may include issuing a one-time pin (OTP) to the designated official, which must be provided to the merchant at the time of vehicle collection.

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25.5.3 The value of all transactions where the initial work allocation by the Contractor was altered due to an override must be reported. This report shall include details such as the department, the merchants involved, the amounts spent at these merchants, and the number of jobs allocated to each merchant.

26 ACCIDENTS AND REPAIRS

26.1 Accident Repair Process

26.1.1 For state-owned vehicles, accident damage must be assessed by utilizing the services of an assessor and an accredited electronic system to assist in determining vehicle part and labour pricing.

26.1.2 In cases where an assessor and an electronic system are used for the assessment, only the quotation generated by the system and that of the merchant will be required for the repair.

26.1.3 Both the merchant's quotation and the quotation generated by the system must be submitted to the end user department for approval. If no electronic system is available, the Contractor shall use the preferred merchant as per the work distribution process outlined in Annexure C and apply the benchmark pricing.

26.1.4 End user departments that allocate their own work shall follow their own work distribution process and may obtain up to three quotations, which must be submitted to the Contractor. For end users who allocate their own work, the call centre can be contacted for a reference to three panel beaters from whom quotations can be obtained.

26.1.5 In the event that a pre-authorisation has been issued for a vehicle involved in an accident that is drivable, it shall not prevent the end user department from bringing the vehicle in for any other required maintenance or repairs that are not part of the original accident repairs.

26.1.6 A pre-authorisation for accident repairs shall be valid for 30 days or as otherwise prescribed by the end user department in their mandate document.

26.1.7 It is the Contractor's responsibility to follow up on all quotations that have not been received. Where the Contractor has not received the required quotation within the time frames as set out in Section 28. The Contractor will follow the work allocation process to allocate the work to the next merchant.

26.1.8 The Contractor must report merchants who fail to provide quotations. Merchants who fail to provide a quotation three times within a three-month period will be subjected to being soft-locked, suspended, and reported.

26.1.9 Where required, and upon request, the assessment of damage to any third-party vehicle must be conducted, or where a third-party claim has been submitted to the end user.

26.1.10 All clearances for accident-damaged vehicles shall require the Contractor, upon completion of the inspection, to make a recommendation as to whether the vehicle should be repaired or written off. This

Initials_____

information should be included in the clearance document (Annexure E) that is submitted to the department for the approval of the repair.

27 INVOICE VERIFICATION

27.1 The Contractor shall ensure that invoices received from merchants are accurate and aligned with the original authorization provided.

27.2 The Contractor must pay the lower of the quoted price or the invoiced price.

27.3 The Contractor shall ensure that their agreement with merchants stipulates that all invoices must be received and included in the statement to the government within 60 days of the completion of work. Any contravention of the 60-day requirement must be reported on a monthly basis. Repeated contravention may result in the merchant being soft-locked.

28 VEHICLE REPAIR MANAGEMENT

28.1 The State requires the Contractor to actively monitor and manage vehicle downtime resulting from maintenance, repairs, or accident repairs.

28.2 This should be accomplished by monitoring the information as generated by the tracking devices, utilising a one-time pin (OTP) for vehicle collection by the end user, or through any other reliable system.

28.3 The Contractor shall have a robust system to manage all time and value elements throughout the repair process, ensuring all tasks are tracked and completed in a timely manner.

28.4 The end user will notify the Contractor when a vehicle has been delivered to a merchant or transported to a merchant for repairs. This will either be done through the mobile application/mobile-friendly web interface, the system or via email. The time from this notification up to the time that the quotation is received will be measured and reported on by the Contractor.

28.5 The following timelines must be adhered to by the Contractor in obtaining quotations:

Table 2: Quotation Turnaround Times

Action	Measurement	Required Time
Period allowed for the submission of a quotation in relation to Maintenance or Services	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 4 business hours.
Period allowed for the submission of a quotation in relation to Minor Repairs	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 6 business hours

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Period allowed for the submission of a quotation in relation to Major Repairs	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 8 business hours
Period allowed for the submission of a quotation in relation to Engine Overhauls (out of warranty)	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Engine Replacements	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Minor Accident Damage	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 16 business hours
Period allowed for the submission of a quotation in relation to Major Accident Damage	This is the time period from the time of receiving the vehicle by the appointed Merchant until the time a written quotation is received by the End User.	< 32 business hours

28.6 The contractor must ensure that the following timelines for repairs are adhered to for maintenance and repairs:

Table 3: Maintenance Turnaround Times

Type of Maintenance	Number of working days
Services and Maintenance	1
Minor repairs	2
Mechanical repairs	5
Damages	15
Accidents	30

28.7 The days will be measured from the date and time that the clearance is signed up to when the contractor informs the end user that the repair has been completed. These timelines may be revised after consultation with the CCGMT.

28.8 The contractor must provide a monthly report on all exceptions, where repairs were not done within the required time frame. In the event that the vehicle cannot be repaired within the required time frame, the contractor must provide evidence of the reasons, such as confirmation of the unavailability of parts.

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28.9 Where it is found that substandard work was done by the merchant or any other irregularities is identified with the vehicle repair or in the conduct of the merchant, the merchant suspension process will be followed.

29 VEHICLE INSPECTION REQUIREMENTS

29.1 General

29.1.1 The Contractor shall ensure that a sufficient number of inspectors are employed, considering the number of vehicles, the specific geographical area, and the requirements for inspection services.

29.1.2 The Contractor shall develop a strategy for the preferential inspection of EMS (Emergency Medical Services) and VIP vehicles, as required.

29.1.3 The inspection of merchants may coincide with the inspection of vehicles at the same merchant location.

29.1.4 The Contractor shall ensure that inspectors possess the necessary technical knowledge and skills related to road construction plant and equipment, including expertise in hydraulics, mechanical systems, auto-electrical systems, pneumatics, and diesel engines.

29.1.5 All vehicle inspections shall be captured electronically.

29.1.6 All vehicle inspections shall be time-stamped throughout the entire process. This includes the time of the inspection request (whether initiated by the end user or through the maintenance workflow), when the inspection was received by the inspector, when the actual inspection was conducted, and when the inspection was submitted into the maintenance system.

29.1.7 Inspections will not be required for the following types of work, unless specifically requested by the end user department or where the anticipated lifespan was not met:

29.1.8 Transactions related to car washes, car valet services, and puncture repairs will not require an inspection unless explicitly requested by the end user department.

29.1.9 Depending on the end user department and as specified in their mandate, this may also include services or other fitments.

29.2 Vehicle Inspections

29.2.1 The state requires the Contractor to make provision for physical inspections of vehicles by suitably qualified technicians for the following:

29.2.2 50% of all transactions on the contract below R3,000.00 must be inspected or 50% of the transactions below the limit as set out by the end-user in their mandate.

29.2.3 All transactions below R500.00 will not require inspection unless requested by the end user department.

Initials_____

29.2.4 All jobs exceeding R3,000.00, excluding the fitment of tyres, batteries, exhaust systems, shock absorbers, number plates, and windscreens, must be inspected, unless otherwise specified in the mandate of the end user department. Items excluded from inspection must be inspected upon request by the end user department.

29.2.5 Where an end-user department requests an inspection to be done.

29.2.6 To resolve warrantee disputes and warrantee repairs

29.2.7 Where the designed lifespan of any part or component was not reached.

29.2.8 The assessment of any mechanical or electrical aspects where required.

29.2.9 The assessment of damage and recommended repairs,

29.2.10 Root cause analysis by a specialist such as an auto electrician where required.

29.2.11 Investigations in to possible irregular activities

29.2.12 The generation and compilation of technical reports

29.2.13 Vehicle boarding inspections and reports

29.2.14 Pre-inspections, post-inspections.

29.2.15 All drive train and gearbox repairs

29.2.16 All engine overhauls

29.2.17 Vehicle accident damage inspections

29.2.18 Where required or requested, the assessment of damage to any third party must be conducted, or where third-party claims have been submitted to the department.

29.2.19 Inspectors must be prepared to:

29.2.19.1 Sign accident affidavits

29.2.19.2 Provide advice on the economic viability of repairing a vehicle

29.3 **Vehicle inspection report**

29.3.1 The following information, excluding the technical details of the report, must be captured or confirmed during a vehicle inspection:

29.3.1.1 Amount (labour and parts)

29.3.1.2 Type work

29.3.1.3 Parts and prices thereof

29.3.1.4 OEM approved parts or not.

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29.3.1.5 Confirmation of vehicle details

29.3.1.6 Odometer reading

29.3.1.7 Tank Capacity

29.3.1.8 Purchase date

29.3.1.9 Time at merchant (downtime)

29.3.1.10 Life to date cost

29.3.1.11 Cost per financial year

29.3.1.12 Next service due

29.3.1.13 Services not done within parameter

29.3.1.14 Time for receiving parts

29.3.1.15 Chassis number of the vehicle

29.3.1.16 Engine number of the vehicle

29.3.1.17 Return jobs

29.3.1.18 Updates (Additional work captured electronically)

29.3.1.19 Market value of the vehicle

29.4 **Frequency of inspections**

29.4.1 All inspections need to be done within a maximum 72 hours (excluding weekends and public holidays) of:

29.4.1.1 Receipt of a quotation from the merchant

29.4.1.2 When the Contractor is notified of a vehicle being repaired.

29.4.1.3 When requested by an end user

29.4.1.4 As per the requirements of the mandate of the department.

30 **MERCHANT INSPECTION AND VERIFICATION REQUIREMENTS**

30.1 **General**

30.1.1 The Contractor shall be responsible for onboarding merchants onto their system. During this process, the Contractor must ensure that merchant information is captured accurately and that an initial merchant inspection is conducted.

Initials_____

30.1.2 All information obtained during the merchant onboarding process must be regularly verified through merchant inspections and other verification processes to ensure the merchant information remains up to date.

30.1.3 The Contractor must ensure that a formal merchant agreement is established with each contractor to ensure compliance with the requirements set forth by the State.

30.1.4 The Contractor will be required to complete the onboarding processes, which includes the identification of merchants, registration of merchants, onboarding process that included the merchant inspection and verification of capabilities, for all merchants currently on the State's database within 6 months after the date of award of the contract or prior to the implementation of the contract on 1 April 2026, whichever is later.

30.2 **Management of Merchants**

30.2.1 The Contractor will provide a six-month period annually for the onboarding of merchants. Within this 6-month the contractor will ensure that all merchant onboarding information is verified and that a merchant inspection is conducted, notwithstanding any other requirements of merchant inspections.

30.2.2 Within the 6-month period following the onboarding of merchants, the contractor shall continue to verify the information that was provided during the onboarding process, including further inspections as required.

30.2.3 The Contractor, where required, can onboard a merchant at any time during the contract where there is specific maintenance or repair requirements that cannot be met by any of the current contractors.

30.2.4 The Contractor shall maintain an approved list of merchants with whom they have signed merchant agreements. The Contractor shall ensure that merchants included in this list comply with the following:

30.2.4.1 Ensure that approved merchants are located throughout the country to facilitate convenient access for the State.

30.2.4.2 Verify the contact details, physical address, GPS location, capabilities, capacity, type of work, and expertise of each merchant.

30.2.4.3 Keep the list of merchants current, reflecting suspensions, expired documentation, and other relevant changes.

30.2.4.4 Conduct a physical verification and inspection of all merchants at least bi-annually.

30.2.4.5 Ensure that membership to relevant merchant bodies or industry bodies is recorded, along with the minimum requirements of these bodies, and that the capabilities and capacity of each merchant are identified.

Initials_____

30.2.4.6 Identify all OEM-approved merchants to ensure that warranties, maintenance, and service plans on vehicles remain intact when maintenance or repairs are performed.

30.2.4.7 Ensure that all BBBEE and HDI documentation, as required, is up to date.

30.2.4.8 A workshop may not be located in a residential area unless it is specifically zoned for that purpose. Merchants such as tow-in merchants and mobile units may use a residential address, provided no vehicles are stored or kept on the premises.

30.2.4.9 The Contractor shall regularly evaluate the services rendered by merchants to ensure that all work performed on government vehicles conforms to established minimum standards.

30.2.4.10 The Contractor shall take appropriate action against merchants, where required in terms of the merchant suspension process.

30.2.4.11 The Contractor shall ensure that merchants removed from the approved list for any reason will not be allocated any work or paid for any work under this contract.

30.2.4.12 The Contractor shall be responsible for resolving disputes with merchants, regardless of the nature of the dispute. The State will support the Contractor in dispute resolution by providing any relevant information or evidence it may possess.

30.2.4.13 The Contractor shall ensure that merchants comply with all relevant legislation, including the Microdotting of all new parts as required under Regulation 56(1A) of the National Road Traffic Act, 1996 (Act No. 93 of 1996).

30.2.4.14 The Contractor shall ensure that all merchant agreements include provisions to safeguard any government information obtained or generated during the maintenance process.

30.2.4.15 The Contractor shall establish merchant forums that will meet at least quarterly to facilitate engagement and interaction between the Contractor and the merchants.

30.2.4.16 The Contractor shall classify a category of merchants as "Specialized" for vehicles requiring specialized repairs (e.g., fire engines, water cannons, borehole drilling machines, armoured vehicles, or other specialized equipment). In such cases, the Contractor may be required to link the vehicle to a specific merchant specializing in these repairs. The Contractor will be guided by the end user.

30.2.4.17 This can include specific technical requirements from the merchant such as:

i. Mobile Elevating Work Platform practitioners (MEWP)

ii. Department of Labour certification for a Lifting Machine Entity

iii. Engineering Council of South Africa (LMI certification to conduct load test) as well as OEM approved/accredited

Initials_____

iv. Or any other Affiliation, Registrar or council as per Drive Machinery Regulation 18(5) of the Occupational Health and Safety Act, 1993, Examining and testing of lifting machines and lifting tackles.

v. Where required, the end user may require the contractor to carry additional fields on its systems, such as the periodic servicing of plant and equipment. This can include specific types of tests for specialised equipment, such as load tests or tests specifically related to lifting equipment.

30.2.5 If a merchant has been declared bankrupt, or where the merchant, for any other reason, does not release the vehicle, the Contractor will be required to act on behalf of the State to ensure the release of the vehicle.

30.2.6 The up-to-date merchant list must be available electronically via email and allow end users to download it from the system at any time or when the list is amended

30.3 **Merchant onboarding**

30.3.1 All merchants must undergo an inspection prior to being onboarded onto the maintenance system.

30.3.2 The Contractor shall establish a portal through which merchants can submit their initial registration and required documents.

30.3.3 The initial registration will trigger a merchant onboarding inspection to be conducted by the Contractor.

30.3.4 Once the onboarding inspection has been completed, the Contractor will onboard the merchant, based on the information verified during the inspection.

30.3.5 The information gathered during the merchant inspection must verify the types of work the merchant is capable of performing.

30.3.6 The Contractor shall ensure that a merchant agreement is signed with the merchant prior to finalising the onboarding process.

30.4 **Merchant information**

30.4.1 The following fields must be provided during the onboarding process:

30.4.1.1 Company information

30.4.1.2 Company registration documentation

30.4.1.3 Valid B-BBEE certification or other relevant documentation

30.4.1.4 Industry body documentation or certification

30.4.1.5 VAT registration number (Where applicable)

30.4.1.6 Which requirements of the RT46 contract can be met

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30.4.1.7 CSD report for the supplier not older than 1 year, including the MAAA number as issued by CSD.

30.4.1.8 Premises

30.4.1.9 Size of the premises

30.4.1.10 Accessibility

30.4.1.11 Security

30.4.1.12 Capacity

30.4.1.13 Location Address as per the inspection as well as GEO location (GPS Coordinates)

30.4.1.14 Does the merchant offer field services?

30.4.1.15 Telephone, email, communication ability

30.4.1.16 OHS/ Safety requirements

30.4.1.17 How invoices are generated

30.4.1.18 Insurance for vehicles stolen or damaged on the premises of the merchant.

30.4.1.19 The type of work that can be done on the premises

30.4.1.20 Technology / Equipment and Tooling

30.4.1.21 List of staff members and qualifications

30.4.1.22 Refresher training

30.4.1.23 Specialists and experience

30.4.1.24 Merchant Competencies

30.5 **Minimum requirement of merchant inspections**

30.5.1 The Contractor must ensure that at least one merchant inspection is conducted bi-annually to verify that the merchant's status remains unchanged and to incorporate any updates into the system.

30.5.2 All merchant inspections must be conducted through an electronic system. The dates of the merchant inspection and merchant verification must be captured and reported on a monthly basis.

30.5.3 The Contractor will be required to do a specific merchant inspection within 72 hours of receiving the request to do so.

30.5.4 The Contractor shall establish and maintain a self-service portal that allows end users to access all merchant inspection and verification reports.

30.6 **Merchant Agreements**

Initials_____

30.6.1 The Contractor shall ensure that a merchant agreement is executed between the Contractor and any merchant performing work on a government vehicle. The merchant agreement shall address, at a minimum, the following:

30.6.1.1 Authorisation processes for work to be performed, as well as remedies applicable to the Contractor should merchants fail to comply with the stipulations outlined in the merchant agreement.

30.6.1.2 Preferential pricing, discounts, turnaround times, safekeeping of State assets, labour rates, and the overall business relationship between the Contractor and the merchant.

30.6.1.3 The Contractor shall ensure that the services received from the merchant conform to specified minimum standards. These standards, along with the associated remedies in the event of non-compliance or if repairs lead to additional or consequential damage, shall be included in the merchant agreement.

30.6.1.4 The merchant shall be responsible for verifying the Vehicle Identification Number (VIN), car registration number, and vehicle type before undertaking any work on the vehicle.

30.6.1.5 Merchants shall provide a written quotation to the Contractor within required time frames as contained in the SCC of receiving a request, in electronic format.

30.6.1.6 Based on the merchant's capacity, the maximum number of State vehicles that can be held at any time by the merchant must be specified.

30.6.1.7 Merchants shall not levy storage fees or any similar charges for vehicles before, during, or after maintenance has been performed.

30.6.1.8 Merchants shall provide a warranty for parts and workmanship in line with industry norms and standards.

30.6.1.9 The Merchant must ensure that all information provided during the maintenance and repair processes such as vehicle details are not disclosed to any other party.

30.6.1.10 Merchants shall make reasonable efforts to complete maintenance or repairs within the time specified in the quotation.

30.6.1.11 Merchants shall immediately inform the Contractor when a vehicle is ready for collection, upon completion of maintenance or repairs.

30.6.1.12 Merchants shall not withhold vehicles pending payment for maintenance or repairs.

30.6.1.13 Merchants shall ensure the State's vehicles are adequately secured while in tow or while on their premises.

30.6.1.14 Merchants shall be held liable for the theft of vehicle parts or accessories from State vehicles while they are in the merchant's care.

30.6.1.15 The merchant agreement shall include the conditions and processes for the suspension of a merchant.

Initials_____

30.6.1.16 Merchants must report on the percentage of work completed and request a time extension if necessary.

30.6.1.17 Merchants shall only release State vehicles to properly authorised officials, upon presentation of the authorisation number issued by the Contractor's call centre or other mutually agreed-upon authentication method.

30.6.1.18 Merchants shall promptly notify the Contractor, who will, in turn, inform the State if a vehicle is not collected.

30.6.1.19 Merchants shall retain all documents related to transactions for a minimum period of five (5) years from the transaction date.

30.6.1.20 The Contractor shall not permit the fitment of any parts to a vehicle that are either stolen or do not meet industry norms and standards.

30.6.1.21 Should any parts be fitted without prior authorisation from the State, the full cost of the transaction will be borne by the Contractor.

30.6.1.22 Aftermarket, generic or second-hand parts may only be fitted with written approval from the end user department. Where available, an end user may supply a part to be fitted by the merchant.

30.7 **Refuting Claims from Merchants**

30.7.1 The merchant agreement shall specify the conditions under which a claim from a merchant may be refuted. A claim shall be refuted under the following circumstances:

30.7.1.1 If no prior authorisation was obtained from the Contractor before commencing maintenance or repairs, or if additional items were included on the invoice that were not authorised;

30.7.1.2 If the transaction to which the claim pertains is deemed illegal or unlawful for any reason;

30.7.1.3 If the State informs the Contractor that the maintenance has not been properly performed, and this is confirmed by a technical report commissioned by the Contractor.

30.8 **Merchant Suspension and Termination**

30.8.1 The Contractor shall establish processes for the suspension and termination of merchants. These processes must address both non-fraudulent activities and situations where fraudulent activities are suspected.

30.8.2 Reasons for the initial temporary suspension for non-fraudulent activities may include, but are not limited to, the following:

30.8.2.1 Poor workmanship

30.8.2.2 Fronting / Sharing of premises

30.8.2.3 Evictions or abandoned workshops

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30.8.2.4 Non-compliances to the merchant agreement, such as charging storage fees

30.8.2.5 Expired documentation, such as CSD, Insurance or B-BBEE certification documents.

30.8.2.6 Renovation / Moving premises or no longer in operation

30.8.3 Notification for the suspension of a merchant for non-fraudulent activities can be triggered by the following:

30.8.3.1 Upon request from the merchant

30.8.3.2 Internal email request from Contractor

30.8.3.3 Based on the outcomes of an inspection report

30.8.3.4 Complaint by the end user department

30.8.3.5 System triggers, such as compliance documentation validity.

30.8.4 The following process will be followed once a merchant is suspended for non-fraudulent activities:

30.8.4.1 The request is received, and the merchant is provisionally suspended, meaning that no further work is allocated to the merchant.

30.8.4.2 Re-routing of vehicles to other merchants where possible.

30.8.4.3 Communication with the merchant allowing them to make representation or take remedial action within 14 days.

30.8.4.4 Consider representation and/ or remedial action to either re-instate the merchant or place the merchant on permanent suspension.

30.8.4.5 Confirm that all vehicles are moved prior to permanent suspension.

30.8.4.6 Communicate with the merchant on re-instatement or permanent suspension.

30.8.4.7 Communicate with end user departments

30.8.5 Reasons for the initial temporary suspension for possible fraudulent activities can include the following:

30.8.5.1 Overcharging on invoices

30.8.5.2 Signing of the invoice by the merchants, instead of the end user

30.8.5.3 Unauthorised use of state vehicles

30.8.5.4 Unauthorised outsourcing of work

30.8.5.5 Bribery and corruption

30.8.5.6 Accidents with state vehicles

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30.8.5.7 Theft of fuel, vehicle parts or the replacement of parts that was not unauthorized.

30.8.6 Notification for the suspension of a merchant for possible fraudulent activities can be triggered by the following:

30.8.6.1 Internal email request from Contractor

30.8.6.2 Based on the outcomes of an inspection report

30.8.6.3 Complaint by the end user department

30.8.6.4 Tip-offs by officials or the public

30.8.6.5 Outcome of an investigation

30.8.7 The following process will be followed for the suspension of merchants for possible fraudulent activities:

30.8.7.1 The request is received and the merchant is provisionally suspended, meaning that no further work is allocated to the merchant.

30.8.7.2 Re-routing of vehicles to other merchants where possible.

30.8.7.3 Investigations into claims to be done by the Contractor. Based on the outcome of the investigation, the merchant will be re-instated or placed on suspension.

30.8.7.4 Where the merchant is suspended, the Contractor will communicate with the merchant, allowing them to make representation or take remedial action within 14 days.

30.8.7.5 Considerations is made to the representation by the merchant of the remedial action to either re-instate the merchant or place the merchant on permanent suspension.

30.8.7.6 Confirm that all vehicles are moved prior to permanent suspension.

30.8.7.7 Communicate with the merchant on re-instatement or permanent suspension.

30.8.7.8 Communicate with end user departments.

30.8.8 A monthly report must be provided to the end users on the merchants that were suspended, soft-blocked, unsuspended or terminated.

30.9 **Management of Damages and Losses**

30.9.1 The Contractor shall be responsible for any loss or damage, including those caused by "force majeure," to a government vehicle while the vehicle is at the premises of a contracted merchant.

30.9.2 Should the vehicle be damaged to the extent that it can be repaired, the Contractor shall cover all costs related to the repair of the vehicle.

30.9.3 In the event of a total loss, the Contractor shall pay the State an amount equal to the book value of the vehicle within 90 days of the date of the loss.

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30.9.4 The book value will be calculated using the in the TransUnion Auto Dealer's Guide (M&M), with the following formula:

((Trade Value + Retail Value) / 2)) - % Adjustment for vehicle kilometres + Adjustments for accessories = Book Value

30.9.5 Should a vehicle be recovered within the 90 days, with possible damage, the Contractor will be responsible for repairing the vehicle and covering the repair costs.

30.9.6 Should a vehicle be recovered after 90 days, the ownership of the vehicle will be transferred to the Contractor upon payment of an amount equal to the book value of the vehicle, including any additional fitments to the vehicle.

31 ADDITIONAL INFORMATION TO BE SUPPLIED BY THE CONTRACTOR

31.1 The following information should be made available by the Contractor and linked to every vehicle in the database provided by the State.

31.2 Where required, the Contractor should be able to provide reports to the State on the estimated market value of its fleet.

31.3 Information related to all the vehicles, specifying whether they are inside or outside warranty, service, maintenance, or motor plans.

31.4 Detailed information on warranties, service plans, maintenance plans, and motor plan inclusions and exclusions for all makes and models in the State's vehicle fleet.

32 MERCHANT DEVELOPMENT PLAN

32.1 Merchant Development Requirements

32.1.1 The Contractor will be required to implement a merchant development program specifically aimed at HDI (Historically Disadvantaged Individuals) merchants.

32.1.2 The Contractor will engage with various stakeholders within the industry, such as fitment centre chains, OEMs (Original Equipment Manufacturers), insurance companies, fleet companies, and industry bodies, to ensure the creation and sustainability of a robust merchant development program.

32.1.3 The Contractor must identify HDI merchants for development throughout the contract duration.

32.1.4 The Contractor must assist a minimum of 30 merchants in obtaining industry body affiliations or accreditation within the automotive industry. This must be completed within three years from the start date of the contract. The Contractor will be required to provide a report on all merchants assisted.

32.1.5 The merchant development program must be proportionally spread across all provinces participating in the contract.

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32.2 **Implementation**

32.2.1 The merchant development program will be finalised after consultation with the National Department of Transport and must be implemented within the first year of the contract. The program should be fully completed within the first three years of the contract. Failure to implement the merchant development plan as outlined will result in penalties as specified in Annexure F.

33 MEASUREMENT OF PREFERENTIAL PROCUREMENT

33.1 The Contractor shall ensure that the requirements as set out in the Broad-Based Black Economic Empowerment Act, Act no. 53 of 2003, as amended. (B-BBEE Act, as amended) is implemented as part of the contract.

33.2 The Change Control procedures as set out in this document will be followed in the event that there is a substantial change to the current requirements as legislated.

33.3 The State can at any time during the contract period request a full audit to be done on the requirements for B-BBEE expenditure and reporting as set out in this contract. The cost of the audit will be carried by the State.

33.4 The Contractor shall be required to ensure the following:

33.4.1 That all Contractors on the contract obtain a B-BBEE certificate as issued by a SANAS (South African National Accreditation System) accredited verification agency or in the event of an SMME, as issued by the accountant.

33.4.2 The Contractor shall ensure that Contractors rendering services under the contract are at all times in possession of a valid B-BBEE certificate.

33.4.3 The Contractor shall keep a database containing the details of B-BBEE accreditation certificates. This will include the date of the certificate being issued, the company that issued the certificate, the B-BBEE level obtained as specified on the certificate, the certificate number, a breakdown of the B-BBEE points scored in terms of employment equity, skills development, preferential procurement, ownership and the expiry date of the certificate.

33.4.4 The Contractor shall report to the State on a monthly basis or when requested on the following information:

33.4.5 The number of Contractors per level in terms of their B-BBEE accreditation certificate.

33.4.6 The total expenditure per level in terms of the B-BBEE accreditation certificate. This information will also need to be available per province, per department or per vehicle make or type.

33.4.7 The expenditure per category (EME's, QSE's and large) in terms of ownership

Initials_____

33.4.8 Create a database of B-BBEE companies operating as locals.

33.4.9 Ensuring B-BBEE targets are met in accordance with **the dtic** Generic Codes, especially procurement and enterprise development elements.

34 CONTRACT LEAD OUT PROCESSES

34.1 Over and above the general requirements outlined in Section 35, the Contractor appointed under Category A will be required to:

34.1.1 Provide all mandates as signed by the end user departments.

34.1.2 Provide a list of all merchants, including their contact details, location, addresses, GPS locations, the amounts spent, B-BBEE status, and industry bodies to which they belong.

34.1.3 Provide details of all transactions that have not been completed, such as vehicles where approvals have not yet been granted, but the vehicles are already at the merchants.

34.1.4 The Contractor shall be responsible for the payment of all vehicles where approval for the repairs was granted to the merchant before the contract end date, regardless of when the repairs are completed.

34.1.5 The Contractor will be permitted to bill the end-user department for the work completed within 180 days after the expiration of the contract or as otherwise specified by the National Department of Transport, even if such a transaction falls outside the contract period.

34.1.6 The Contractor can arrange with the new contractor to take over any transactions where approval for repairs has already been granted.

35 CATEGORY A1 REQUIREMENTS

35.1 GENERAL

35.1.1 All the requirements set out in Category A will apply to Category A1, unless explicitly stated otherwise under Category A1.

35.2 CALL CENTRE

35.2.1 The Contractor must provide a separate call centre number and designated contact persons for users under this category.

35.2.2 The Contractor will ensure that additional resources are deployed to the call centre to maintain the required call answering times, despite the increased volume of vehicles.

35.3 MERCHANT AND VEHICLE INSPECTORS

35.3.1 The Contractor shall ensure that sufficient additional staff is employed to guarantee that vehicle and merchant inspections are completed within the required timeframes

Initials_____

35.4 **MAINTENANCE APPROVAL PROCESS**

35.4.1 All vehicles will be dispatched from a specific or identified government garages or offices, and where possible, after an inspection has been carried out by the delegated official.

35.4.2 The End User will complete a pre-booking form (job card), upon which the maintenance call centre will be contacted. The pre-booking or job card can be done on an internal electronic system and will require electronic interactions between the systems of the end user and that of the Contractor.

35.4.3 The maintenance call centre will allocate the work in line with Annexure C.

35.4.4 The end user shall make an appointment with the merchant for when the vehicle will be brought in for maintenance or repairs.

35.4.5 The vehicle will be taken to the designated merchant. This may be done by requesting a tow-in through the call centre or the vehicle being delivered or driven to the merchant by the end user. The end user will notify the Contractor when a vehicle is taken in for maintenance or repairs.

35.4.6 The merchant will generate a quotation and will send it through to the Contractor.

35.4.7 The Contractor shall approve the transaction, should it fall within the limits as prescribed in the mandate of the end user. Alternatively, a clearance will be forwarded to the end user for approval.

35.4.8 The Contractor will communicate with the merchant once approval is received from the end user.

35.4.9 The merchant will receive the authorization, complete the repairs and inform the end user that the vehicle is ready for collection.

35.4.10 The vehicle can only be collected by a designated official providing the required identification to the merchant.

35.4.11 The designated official or individual will collect the invoice and the vehicle, and will hand over both to the assigned official at the government garage or local office.

35.4.12 The government garage will confirm that all work as identified on the authorization and as contained in the invoice was completed.

35.4.13 The invoice will be scanned in and submitted to the Contractor for payment.

35.4.14 The Contractor must facilitate the electronic communication between the Contractor's system and that of the end user where required. This can include, but is not limited to, status updates and notifications.

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CATEGORY B: FUEL, OIL AND TOLL

36 INTRODUCTION TO REQUIREMENTS

36.1 The State requires a solution for the procurement of fuel, oil and toll.

36.2 Provision of fuel cards for the payment of a combination of fuel, oil, tolls, and, where applicable, alternative fuels or electric charging.

36.3 A system for collecting fuel transactions from bulk fuel sites and managing on-road fuel operations.

36.4 End-user departments may, as needed, order bulk fuel cards for the refuelling of handheld equipment, such as brush cutters, chainsaws, and similar tools.

36.5 The management and verification of all fuel transactions and the management of transaction flows.

36.6 The payment of fuel merchants and the billing of the end-user department.

36.7 Transferring of data to the Contractor appointed under of Category A.

36.8 Generating management reports.

37 PROVINCIAL OFFICE

37.1 The contractor will not be required to have provincial offices. However, the contractor must ensure that all end-users receive adequate customer services, which includes:

37.1.1 The attendance of provincial transport meetings as scheduled by the provincial departments of transport or the National Department of Transport for national departments.

37.1.2 General customer services, including attendance and participation in end-user department and provincial transport forums, client visits and training.

37.1.3 Daily management of the contract and assisting departments and resolve issues that arise with the day-to-day operation of the contract.

37.1.4 Assist with the optimisation of the State's fleet by following best fleet management practice.

37.1.5 General administration.

37.1.6 Generation of non-standard reports.

37.1.7 Correction of any information as contained in reports or otherwise.

37.1.8 Assist Departmental Transport Control Officers and Transport Officers on the reports generated.

37.1.9 Assist with the cancellation of fuel cards.

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37.1.10 Assist with any merchant-related challenges.

37.1.11 Ensuring distribution and delivery of fuel cards to end-user departments.

38 **FUEL CARD CALL CENTRE**

38.1 A fuel card call centre facility must be established by the Contractor at no additional cost to the State.

38.2 **Functions of the Call Centre**

In order for the supplier to meet the requirements the following functions must be provided in the call centre:

38.2.1 Answering of calls

38.2.2 Assistance with non-functional fuel cards and overrides.

38.2.3 Reporting of lost or stolen cards

38.2.4 Call centre management

38.2.5 Operated 24 hours a day, 7 days a week, no cell phones allowed.

38.2.6 The call centre should provide the option to route calls in a manner that allows officials to receive assistance in their preferred language.

38.2.7 A toll-free call centre must be made available for departments and all suppliers and merchants contacting the Contractor.

38.2.8 All calls between the State, the Contractor, and merchants must be recorded for quality and training purposes. These recordings should be retained for a period of one year, unless the recording is part of a dispute record, in which case it must be kept indefinitely.

38.2.9 The State should have access to such recordings within 48hrs of an incident occurring.

38.2.10 Call centre availability

38.2.11 The Call centre must be available 99% of the time, failure to do so will result in a penalty.

38.2.12 The Contractor must implement contingency plans to ensure service continuity in the event the call centre becomes unavailable.

38.2.13 The Contractor shall ensure that 95% of all calls are answered in person within one (1) minute. An automated telephone answering service will not be considered as a call being "attended to".

38.2.14 The Contractor will incur penalties for each call not answered within five (5) minutes.

38.2.15 The call centre must be fully operational at the time of contract implementation.

38.3 **Reporting on Call Centre**

Initials_____

38.3.1 The Contractor must be capable of generating functional electronic call centre reports for feedback to the State.

38.3.2 These reports should be available as scheduled electronically or upon written request from the end user within 48 hours.

38.3.3 The reports should include, but are not limited to, metrics such as average call waiting time, call duration, and dropped calls.

38.3.4 Information must be available by national department, provincial department, or any entity participating in the contract.

38.3.5 Upon request, all data must be consolidated into a single report covering all end users of the contract.

38.3.6 All reports must be customizable to specific time periods, such as weekly, monthly, or yearly.

38.3.7 If requested by an end user, the Contractor should be able to provide the report in a hard copy format.

39 PROVISION OF A CARD FOR THE PAYMENT OF FUEL, OIL AND TOLL

39.1 General

39.1.1 The Contractor shall supply one card for each vehicle under this contract, adhering to the following specifications, to be used for one of the following purposes:

i. Payment for fuel, oil and toll fees

ii. Payment for fuel and oil only

iii. Payment for toll fees only

39.1.2 A department or province can request a card to be issued for identification purposes only, for vehicles that do not use the normal fuel card system.

39.2 Issuing and Delivery of Cards

39.2.1 The Contractor shall provide a fuel card to the end-user department within 72 hours of the order being placed by the end-user department through the prescribed process.

39.2.2 Failure to provide the fuel card within the required period will result in a penalty being issued by the end user department. (Refer to Annexure F)

39.2.3 If a card is not issued within the required time frame, the Contractor must make alternative arrangements for vehicle refuelling, subject to approval by the end-user department.

39.2.4 Cardholders, designed to be attached to keyrings, must be provided for all fuel cards issued.

Initials_____

39.2.5 The Contractor shall issue a card at the commencement of the contract, a replacement card, or a card for a new vehicle only to the official(s) identified in the mandate of the end-user department, based on written instructions provided in an agreed format.

39.2.6 Where required, the Contractor must provide an interface for the ordering and cancellation of fuel cards through the system of the end-user department, a web friendly interface or a mobile application.

39.2.7 The Contractor must implement a system that allows for online/electronic ordering, cancellation, and replacement of fuel cards/devices, at no additional cost to the State.

39.2.8 The Contractor must ensure that all cards are ordered by officials as specified in the mandate signed by the department.

39.2.9 The cards must be delivered to the mandated official via a trusted and secure courier service, within the specified area of operation as requested by the State.

39.2.10 All cards, whether new or replacement, must not expire later than the expiry date of this contract.

39.2.11 The Contractor shall not charge the State for the cost of replacement cards or their distribution.

39.2.12 Fuel cards should be issued for the duration of the contract.

39.2.13 The following will be for the account of the Contractor:

i. Any card issued with incorrect details

ii. Any card transactions done after government submitted a request to cancel a card. In addition, these transactions must be excluded from the normal fuel reporting to government.

iii. The provision of a replacement card when the issued card becomes unusable due to overuse, malfunction, or any other reason, as requested by the end-user department.

iv. Replacement of a lost or stolen card

v. Any replacement card issued by the Contractor to an end-user department, where the original card was cancelled and was no longer required.

39.3 **Card information**

The following information should appear on the card:

39.3.1 License number of the vehicle;

39.3.2 Vehicle make, model and engine capacity;

39.3.3 VIN – Vehicle Identification Number;

39.3.4 Tank capacity in litres;

39.3.5 Expiry date of card;

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39.3.6 Fuel type

39.3.7 Colour of vehicle

39.4 **System information**

The Contractor shall capture accurate and valid data for each new card included in the contract, which must be confirmed with the relevant end-user department:

39.4.1 License number;

39.4.2 Classification code;

39.4.3 Date of registration;

39.4.4 Government classification code;

39.4.5 Make, model and engine capacity;

39.4.6 Engine number;

39.4.7 VIN number;

39.4.8 Colour of the vehicle;

39.4.9 Tank capacity;

39.4.10 Additional Tank capacity

39.4.11 Purchase price;

39.4.12 Departmental and user code allocated to the vehicle;

39.4.13 Cost Centre code as provided by Contractor;

39.4.14 Drive wheels (4x4, 4x2, etc.)

39.4.15 Gearbox type (Automatic/manual)

39.4.16 Fuel type (Petrol/ Diesel / Electric / Hybrid)

39.4.17 Name, address, telephone and facsimile numbers and e-mail address of Departmental Transport Officer and Fleet Responsibility Manager;

39.4.18 The information captured in the Contractor's system must verify all details of the specific vehicles, accounting for any alterations in the vehicle's manufacture or modifications made by the State (e.g., the addition of a fuel tank to a vehicle).

39.4.19 The Contractor's system must provide for exceptions regarding vehicles that are not manufactured according to standard specifications.

40 FUEL

Initials_____

40.1 Any authorized individual using the State's vehicles must have the capability to refuel vehicles at any location within South Africa.

40.2 If required, the Contractor must ensure that vehicles can be refuelled outside the borders of South Africa, upon request from the end-user department.

40.3 The Contractor shall provide electronic payment facilities to facilitate vehicle refuelling at any location within South Africa, as part of on-road fuelling.

40.4 All transactions must be conducted electronically, except in exceptional circumstances such as power failures. In such cases, the Contractor must manually capture all transactions within 48 hours of the event.

40.5 The Contractor's agreement with each merchant must require the use of an electronic card reader or device to facilitate transactions.

40.6 The minimum information to be collected for each fuel transaction must include the date and time, the merchant, the volume of fuel dispensed, the transaction value, and the vehicle's kilometre reading.

40.7 The Contractor must implement proactive measures to prevent fuel fraud.

40.8 In respect of merchants that supply fuel and oil, the State will refute a claim for payment where:

40.8.1 There is a possibility that the transaction may be illegal/unlawful

40.8.2 The claim relates to a fuel transaction where more litres of fuel were dispensed than is illustrated by the tank capacity printed on the card plus 10%; or

40.8.3 It relates to purchases other than fuel, oil or toll fees; or

40.8.4 The odometer reading has not been submitted; or

40.8.5 An invalid card had been used.

40.8.6 A cancelled card is used;

40.8.7 The price charged is in excess of a price considered reasonable for that type of fuel, oil or toll.

40.8.8 The Contractor's agreement (merchant contract) with each merchant shall:

40.8.9 Stipulate the need for the merchant to retain all records and documents relating to transactions for a minimum of 5 (five) years from date of transaction.

40.8.10 Hold the merchant liable for the repair costs of any vehicle damaged by the dispensing of contaminated fuel into a State vehicle.

41 DISCOUNTS AND REBATES

Initials_____

41.1 The State reserves the right to negotiate the fuel price if fuel prices are deregulated by legislation during the contract period.

41.2 The Department of Energy regulates the pump price of petrol and the wholesale price of diesel. The Contractor shall negotiate a discount on behalf of the State with fuel suppliers for all diesel purchases.

41.3 Any rebates, reconciliations, and the collection thereof shall be managed by the Contractor on behalf of the State. These should either be refunded or billed at the discounted rate to the end-user department, should legislation permit such negotiations.

42 CONTROL MEASURES

42.1 The Contractor shall ensure that the following minimum control measures are implemented to prevent the misuse or abuse of the fuel card:

42.1.1 A report comparing the distance and time between fuel transactions for the same vehicle.

42.1.2 Multiple fill-ups of the same vehicle beyond the limits specified in the mandate within a specified time period.

42.1.3 Claims related to more than two (2) fuel transactions within a 12-hour period for the same vehicle at the same merchant, unless the transaction can be verified as a requirement by the specific end user.

42.1.4 Filling of vehicles that are in for accident repairs and not drivable.

42.1.5 Fuelling of vehicles that were issued a pre-authorization number.

42.1.6 Fuel transactions on vehicles that have been withdrawn or where fuel cards have been cancelled.

42.1.7 Fuel transaction for vehicles awaiting disposal or that are not identified as active on the asset register of the end user department.

42.1.8 Dormant fuel cards.

42.2 In addition to the control measures, the Contractor will be required to:

42.2.1 Identify risks related to fuel cards and fuel transactions.

42.2.2 Identify trends and trend analysis.

42.2.3 Interrogate data in reports to ensure accuracy of reports and the investigation of inaccuracies and the correction of reports where required.

43 TOLL FEES

43.1 The Contractor, as appointed under Category B, shall provide the State with a card solution for the payment of toll fees.

Initials_____

43.2 Some end-user departments, as defined in the Transport Laws and Related Matters Amendment Act, are exempt from paying toll fees.

43.3 The Contractor will manage queries related to toll transactions submitted by the end-user department.

43.4 The fuel card payment method for toll fees must be available for all end users who require it.

43.5 For toll transactions, the merchant, through the Contractor, shall charge the State the total amount of toll transactions for each vehicle at each individual toll booth.

43.6 The date, time, value, and identification of the tollgate must be included in the reporting to the State.

44 FUEL MANAGEMENT AT HOME BASED SITES

44.1 The Contractor shall provide the State with facilities to collect the following information related to government off-road fuel sites (RT70 Bulk Fuel contract):

44.2 The number of fuel fill ups for government vehicles per site.

44.3 The number of refills per vehicle per site, the litres of fuel dispensed per vehicle, and the current kilometre reading of the vehicle.

44.4 Information related to fuel consumption and vehicle kilometre readings must be updated, along with data collected from on-road sites.

44.5 All volumes of fuel dispensed at home-based sites must be included in the reporting, where possible, but not in the billing.

44.6 A device or system must be provided to collect transactions from bulk fuel sites. The cost must be indicated in the pricing schedule, including installation and maintenance costs.

44.7 All sites must be equipped with the necessary technology or equipment within 14 days of the request being submitted by the end-user department.

44.8 All manual transactions must be captured within 48 hours of receipt from the State. These transactions must be included in the regular reporting.

44.9 All installations at bulk fuel sites will be leased, not purchased by the State. The Contractor is required to remove all installations at the conclusion of the contract.

44.10 The government uses bulk fuel sites to refuel tankers or trailers that transport fuel to equipment in the field. The Contractor must provide a mobile device to be used by these tankers and trailers to manage the fuel dispensed to various pieces of equipment.

45 REPORTING

Initials_____

45.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed under Category A. All information must be transferred through an automated process, in the format and by the cut-off time agreed upon between the Contractors.

45.2 The Contractor should familiarise itself with the reporting requirements outlined in Category A and the fields for reporting specified in Annexure G, to ensure that all required fields are captured and provided in their system.

45.3 As part of the monthly billing pack, the Contractor must provide the end user with the invoice along with the required supporting documentation, including relevant reports.

45.4 In return, all information related to the vehicle, the end-user department, and any other information required by the Contractor under Category B, shall be obtained from the Contractor appointed under Category A.

45.5 The Contractor's information system must have the capability to provide information related to the fleet at the following levels: .

Table 4: Reporting Levels for Fuel Management

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

45.6 The Contractor must provide the state with the GPS coordinates of all filling stations or charging stations for Electrical vehicles.

46 FRAUDULENT TRANSACTIONS AND RECOVERY

46.1 The following process for the recovery of cost will be followed in the event of any fraudulent fuel transactions:

46.1.1 In the event that it can be proven that an official is involved in committing any act of fraud, the end user department shall report it to the South African Police Service (SAPS) after receiving all the required supporting documentation from the Contractor.

46.1.2 The State shall utilize the normal debt recovery process to recover any losses that it may have suffered.

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46.1.3 The State shall not bear the cost or be liable for any other losses caused by fraudulent activities in relation to fuel cards or fuel transactions, irrespective of the loss being caused by the merchant, an employee of the merchant or any other party.

46.1.4 The Contractor shall pay back the cost of the transaction and the transaction fee within 30 days a transaction being proved as fraudulent.

47 PROVISION OF BULK FUEL CARDS

47.1 The Contractor shall make bulk fuel cards available to end-user departments as and where required for purchasing fuel.

47.2 Bulk fuel cards can be utilized for non-vehicle assets and may include construction equipment, generators or any other type of equipment that utilizes fuel.

47.3 The following parameters, applicable to the bulk fuel card, must be provided by the End-User Department at the time of ordering the bulk fuel card:

47.3.1 A monthly rand value limit applicable to the bulk fuel card.

47.3.2 The maximum number of transactions allowed per bulk fuel card.

47.3.3 The maximum litres permitted per transaction for each bulk fuel card.

48 CONTRACT LEAD OUT PROCESSES

48.1 In addition to the requirements outlined in the End User Requirements, the Contractor appointed under Category B must manage all interactions with third parties necessary to complete these processes.

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CATEGORY C and C1: VEHICLE TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT

49 INTRODUCTION TO REQUIREMENT

The State requires three different tracking device systems and three different on-board camera systems to be procured through this contract as set out herein.

49.1 Tracking devices

49.1.1 The State requires three different tracking device systems to be procured through this contract:

i. System 1, Basic Unit

ii. System 2, Intermediate Unit

iii. System 3, Advanced Unit

49.1.2 The Contractor shall make available driver tags for the Intermediate and Advanced units to allow the State to identify the driver of a State vehicle at a specific time.

49.2 On-board cameras

49.2.1 The State requires the installation of the following three different onboard vehicle camera systems:

i. Road-facing dash cameras,

ii. Driver-facing (in-cab) cameras

iii. Auxiliary cameras

49.2.2 These camera systems must be capable of recording, storing, and retrieving data.

49.2.3 The camera system will be used to support the State in monitoring driver behaviour, conducting incident and accident investigations, and deterring reckless driving and criminal activity.

49.2.4 The Contractor must remove all units installed during the contract period upon the termination of the contract.

49.2.5 All systems are to be leased for the full contract period. The State will not purchase any units.

50 MANDATE DOCUMENT

50.1 The Contractor shall be required to create a mandate document to be signed by each end-user department participating in the contract.

Initials_____

50.2 The mandate must include details such as the names of officials with various levels of access to view or amend information on the system, the responsible officials for granting or modifying access, and any other security-related matters.

50.3 Additionally, the mandate must specify the officials responsible for ordering new devices or removing existing devices.

51 BILLING AND SUPPORTING DOCUMENTATION

51.1 All units will be leased for the duration of the contract period. The State will not be liable for any maintenance or other costs, except for the fees outlined in the pricing schedule. The fee must cover all repair, maintenance, software licenses, software training, professional services, warranties (where applicable), and all discounts in a single monthly rental price per fitted vehicle tracking unit, inclusive of VAT.

51.2 The Contractor must invoice departments in accordance with the pricing schedule and provide the end-user departments with supporting documentation and reports when submitting the invoice for payment.

52 REPORTING AND DATA SHARING

52.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed under Category A. All information must be transferred at least daily through an automated process and in the format agreed upon by both Contractors.

52.2 The objective of the sharing of data is to:

52.2.1 Ensure that the assets managed in category A and Category C corresponds in terms of vehicle make, model and other details.

52.2.2 Validate fuel transactions with the location of the vehicle at the time of the fuel transaction taking place and comparing it to the location of the filling station.

52.2.3 Assist in the measurement of the fleet downtime by using the location of the vehicle compared to the location of the merchant at the time of the maintenance transaction taking place.

52.2.4 To assist in avoiding fraudulent activities by merchants, such as vehicles being used for other purpose other than a test drive or the actual repair of the vehicle.

52.3 The Contractor should familiarise itself with the reporting requirements outlined in Annexure G to ensure that all required fields are captured and provided in their system for transfer to the Contractor appointed under Category A.

52.4 The Contractor will be required to provide all other reports, both online and in hard copy format, as needed.

Initials_____

53 IT SYSTEM REQUIREMENTS

53.1 General

53.1.1 The State will not pay any software costs related to system development or licenses.

53.1.2 The system must be a Web-Based System and must enable end users of the system to download reports into Microsoft products such as Excel or Word.

53.1.3 The system should allow for a web-based application to allow for a multi-tier operation, with varied and specific levels of access, reporting and control.

53.1.4 The system must be able to generate audit trails compliant with all legal requirements and document management systems so that information can be stored and utilised as and when necessary.

53.1.5 The system fitted must have the capability of storing all log information to ensure that the system is operational at all times. Historical information should remain accessible and should not be removed from the system.

53.1.6 The vehicle units must have the capability to be updated remotely, without them being removed.

53.1.7 The system must be user-friendly and easy for non-technical staff to operate.

53.2 General System functionality

53.2.1 The system must forward incident messages to one or more cell phones and/or e-mail addresses or information via apps on a suitable smartphone or tablet to designated users allocated by the end user department informing the users of pre-determined exception reports.

53.2.2 The system fitted to the State vehicles must have adequate software that will monitor the vehicles to be able to generate the various reports as required in terms of this specification.

53.2.3 All information generated must be exportable to the system of the Contractor appointed under Category A that will be responsible for reporting.

53.2.4 It must be possible for the various management reports to be e-mailed to the end user departments at the reporting levels as set out in general requirements.

53.2.5 The system shall allow for the importing of data such as vehicle details or any other vehicle information as may be required to enhance the functionality of the tracking devices either from the Contractor appointed in term of Category A or any other source that the end user may determine.

53.2.6 The system application (or set-up) must be simple and user friendly and should allow the user to configure the data of their system.

Initials_____

53.2.7 The system should not allow the user to add or edit vehicles as this information will be received via an electronic download from Contractor appointed under Category A. The system should also be able to record each vehicle's VIN number, asset number and fleet number for ease of identification.

53.2.8 Additional parameters should be configurable against each vehicle including logging frequency and other hardware specific parameters. Vehicles should have the ability to be assigned to groups, allowing reports by vehicle as per the definition of a vehicle per the contract.

53.2.9 The system should allow for roaming to neighbouring countries

53.2.10 The Contractor must outline provisions for system downtime, including maximum allowable downtime, response times for issue resolution, and escalation procedures. These details should be clearly defined in the SLA under maintenance and support to ensure minimal disruption to operations.

53.3 **Tracking System functionality**

53.3.1 The system should allow for simultaneous viewing of multiple vehicles on one map.

53.3.2 The maps must support zooming in and out. The zoom feature must allow any level of zoom and automatically switch to more or less detailed map sets in order to seamlessly give the user the ability to zoom to any level. The maps should support simple drag or panning permitting the user to move easily across the maps.

53.3.3 The maps must be printable at any point in time (with any data, any zoom or panning state)

53.3.4 All data generated by the tracking devices must be retained by the Contractor for period of 5 years after the conclusion of the contract.

53.3.5 A legend should be available to show the colours and styles of any information displayed on the maps (zones, points, exceptions and stops).

53.4 **User access and system rules**

53.4.1 The Contractor's system shall make provision for the creation of individual profiles for officials having access to the system. This shall include usernames and passwords and a user-friendly way for recovering the passwords. Access to the system should allow for customized access by different officials in a department, based either on rank or on functions.

53.4.2 The system must also allow the user to configure working days, times, as well as public and other holidays, enabling the setup of specific rules for working hours or after-hours to generate exception reports when necessary.

53.4.3 The system must allow the user to easily redefine, update or modify and apply rules to either new, existing data or historical data as required.

Initials_____

53.4.4 Modification of rules should allow for various parameters, such as start time and date, end time and date, driver details, vehicle details, single or multiple selection of vehicles and drivers etc.

54 CALL CENTRE

54.1 Functions of the Call Centre

In order for the supplier to meet the requirements of the end-user departments, the following functions must be provided through a call centre:

54.1.1 Answering of calls

54.1.2 Provide technical guidance to officials

54.1.3 Deal with queries from end user departments

54.1.4 Support the fitment of new devices

54.1.5 Assist with vehicle recovery operations in the event that a vehicle is reported as stolen.

54.2 Call Centre Requirements

54.2.1 The call centre must operate 24 hours a day, 7 days a week, with no use of cell phones allowed.

54.2.2 The call centre should be staffed with adequately trained personnel.

54.2.3 All calls between the State and the Contractor must be recorded for quality and training purposes. The State should have access to these recordings within 48 hours of an incident occurring.

54.2.4 Call centre staff must have knowledge of the geographical areas to which they are assigned.

54.3 Call Centre Management

54.3.1 The call centre must be available 99% of the time. Failure to meet this requirement will result in a penalty.

54.3.2 The call centre should offer the option to route calls in such a manner that officials can be assisted in their preferred language.

54.3.3 A toll-free call centre option must be available for departments contacting the Contractor.

54.3.4 The Contractor must implement contingency plans in the event that the call centre is unavailable.

54.3.5 The Contractor must ensure that 95% of all calls are answered within 1 (one) minute by a live representative. An automated telephone answering service does not constitute a call being "attended to".

54.3.6 The Contractor will be penalized for every call not answered within 5 minutes.

54.3.7 The call centre must be fully functional at the time of contract implementation.

54.4 Call Centre reporting

Initials_____

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54.4.1 The Contractor must be capable of generating meaningful electronic call centre reports for feedback to the State.

54.4.2 These reports should be available as scheduled electronically or, upon request, within 48 hours in writing by the end user.

54.4.3 Reports should include, but are not limited to, average call waiting time, call duration, dropped calls, etc.

54.4.4 The information must be available per national department, per provincial department, or per entity participating in the contract.

54.4.5 Upon request, all information must be consolidated into one report covering all end users of the contract.

54.4.6 All reports must be customizable for specific periods, such as a week, month, or year.

54.4.7 If requested by an end user, the Contractor must be able to provide the report in hard copy format.

55 IMPLEMENTATION

55.1 To ensure uninterrupted services to the State, the implementation must commence on the date of the acceptance letter being issued by the National Treasury to the successful bidders.

56 TRACKING DEVICES: MINIMUM REQUIREMENTS

56.1 No hardware fitted to a vehicle shall compromise the warrantee of the OEM/ Vehicle manufacturer. The contractor shall be liable for any vehicle damage caused and the repair thereof that can be attributed to the incorrect fitment of the tracking device.

56.2 Vehicle tracking using GPS (Global Positioning System) type satellite technology.

56.3 The system may utilize a GPS antenna that is mounted on the inside of the vehicle to avoid tampering from external forces.

56.4 The vehicle unit must be secure, water and dust resistant and not easily tampered with.

56.5 The vehicle-mounted vehicle-tracking unit must not lose data, ID, etc. and if the ignition is switched off or is disconnected from the vehicle's battery the unit shall remain fully functional via an internal battery.

56.6 The internal battery of the vehicle-mounted vehicle-tracking unit shall recharge automatically from the vehicle-installed battery.

56.7 The system must go into a "sleeping mode" when the vehicle is inactive to preserve battery life.

56.8 The system must have a backup battery that can last independently for at least 72 hours.

56.9 The vehicle-mounted vehicle-tracking unit must operate within a voltage range from 9 to 40-volt DC and must be protected against reverse polarity and be fitted with an in-line fuse.

Initials_____

56.10 The vehicle-mounted vehicle-tracking unit may not, when the vehicle's ignition is turned off, draw more than 12MA of current, with the GSM not active and 50MA of current with the GSM active at 12V, thus ensuring long battery life of the vehicle.

56.11 Positional information should be stored in accordance with actual driving conditions so that vehicle and driver activity in built up areas and on winding roads is accurately recorded. Sufficient vehicle on-board memory must be provided.

56.12 In case of incorrect data download, the system must easily allow for repeated retrieval of trip data.

56.13 Connections between the vehicle-mounted tracking unit and the vehicle's electrical wiring must not be made on the wiring harness but should be directly connected via an in-line fuse to the vehicle's electrical controls or batter.

56.14 All wiring and connectors shall be durable and in compliance with International and National automotive standards. Wiring in the engine bay must be protected by heat resistant sleeving to meet industry standards.

56.15 The contractor must perform daily health check on all devices fitted and repair malfunctioning units within a period of 72 hours, excluding weekends. The contractor must make daily reports available to end user departments on malfunctioning units.

57 TRACKING SYSTEM 1: BASIC UNIT FUNCTIONALITY

57.1 All the requirements as set out above under general requirements must be adhered to.

57.2 The required unit is a passive tracking device or a covert unit that can be activated at any time to locate a specific vehicle, whether it is stolen or when the location of the vehicle is needed by the management of the end user department.

58 TRACKING SYSTEM 2: INTERMEDIATE UNIT FUNCTIONALITY

58.1 Needs to conform to all the requirements for System 1.

58.2 Where an additional unit (covert unit) needs to be fitted to ensure that the functionality is met, the cost of such a unit shall be included in the pricing for this item.

58.3 The system must be able to provide the end user department with statistics in respect of monthly vehicle utilization.

58.4 The system should be able to:

58.4.1 Collect kilometre data in line with the odometer reading of the vehicle. The contractor needs to ensure that the device is calibrated or the odometer reset within 72 hours of an odometer reading being identified as inaccurate and the department making the vehicle available.

Initials_____

58.4.2 The contractor must have the ability to remotely change or amend the odometer reading to be in line with the recorded odometer reading. The contractor must make the amendments to the odometer reading or provide end users with access to the system in the event that the end user opts to make the amendments themselves.

58.4.3 Identify over speeding in terms of speed limits or when a vehicle exceeds pre-set speed limits.

58.4.4 Vehicle usage after working hours, public holidays and weekends.

58.4.5 Indicate the duration of each trip and for how long the vehicle were parked.

58.4.6 Accommodate various zones and must indicate when a vehicle enters and exits a zone defined on the system as a restricted zone. End users should be able to identify zones in terms of office zones, customer zones and private zones by drawing it on the applicable maps and naming these zones.

58.4.7 Zones should allow the option of either being normally visible when the map is active or not visible so as not to clutter the maps where necessary.

58.4.8 There should be no limit to the number and combination of zones able to be created within the system

58.4.9 Ensure that reports can be provided indicating that a vehicle did not leave a defined operational area or zone.

58.4.10 Ability to locate the nearest available vehicle to a particular address.

58.4.11 To send alerts on the arrival at a pre-set destination

58.4.12 To provide real-time, on screen display of whereabouts and status of vehicles.

58.4.13 Be able to provide speed profile reports in a graphical or any other easily interpreted representation of the vehicle's speed within a user defined period. The system must be able to determine, for example, average speed of vehicles per trip/per day. The reports must be able to record the maximum speed of a vehicle during the day.

58.4.14 Be able to generate exception reporting to indicate in summary or in detail a list of exceptions by driver or by vehicle, when the violations occurred, and how the number of occurrences of each exception in a particular period. An example will be where a driver exceeds designated speed limits.

58.4.15 Trip list – a log-book or list of trips that a driver or vehicle completed for a specific period defined from stop to stop.

58.4.16 The installed system must provide a "running odometer" independent from vehicles odometer. The system must record route(s) and report any deviation from the designated route(s).

58.4.17 A defined combination of street or zone name should be displayed if the stop was within a defined zone and the arrival and departure times given.

Initials_____

58.4.18 Additional information required includes the stopped time, the distance from the previous stop as well as the driving time from the previous stop, the average and maximum speeds achieved on that trip, any engine idling, and the vehicle's odometer reading upon arrival.

58.4.19 Activity during and after hours must be differentiated, and violation of defined speed limits or engine idling times must be highlighted

59 TRACKING SYSTEM 3: ADVANCED UNIT FUNCTIONALITY

59.1 Needs to conform to all the requirements of System 1 and System 2.

59.2 Where an additional unit (covert unit) needs to be fitted to ensure that the functionality is met, the cost of such a unit shall be included in the pricing for this item.

59.3 The system should be able to monitor, capture and report on the following as part of the price of the standard system:

59.4 Monitor vehicle ignition status (On/Off)

59.5 Audible notification (Sound buzzer) where the speed limit is exceeded, including reports on over speeding

59.6 Monitor battery connectivity.

59.7 No opening the door (or any other auxiliary trigger that monitors a change in state such as tampering with the bonnet, battery etc. of the vehicle).

59.8 Duration whenever the fuel tank lid is removed / tank is opened.

59.9 Should monitor the fuel levels within the fuel tank and the times that there are substantial changes in the fuel tank levels such a tank being filled or drained.

59.10 Where required, built-in accelerometer to monitor, record and report on driving styles such as aggressive driving, harsh braking, harsh acceleration or impact

59.11 The system should be able to provide second-by-second data when required, in order to detail and reconstruct the events leading up to an accident or other event. This should be automatic, without manual data capturing necessary. The system must have an accident impact sensor to record data and the time of impact, where required.

59.12 Monitoring of excessive idling and over revving of vehicle

59.13 Panic button installed in the vehicle

59.14 There must be an option to immobilize the vehicle remotely. Activation or demobilizing of the vehicle should be allowed only for designated officials within a department.

Initials_____

59.15 As part of the standard System 3, the system should be able to generate the following information to provide reports on the following:

59.16 Be able to produce driver overview/error reports. This will enable the Department to identify possible bad driving habits and then to put into place measures to correct such habits thereby improving the driving habits of officials.

59.17 The system should record "accident data" which may be automatically downloaded when required. This data will display tracking information at a second-by-second resolution in the time preceding the accident. The accelerometer within the unit should recognize an "impact" and then automatically download the relevant accident data to the system, and at the same time a notification of the accident must be sent to the relevant users or departmental management team as identified by the end user department

59.18 Provide risk management reports to indicate a summary of statistics by vehicle or driver relating to speeding exceptions, stop lengths, excessive engine idling, after hours usage, attempted system tampering (if any) and productivity within a particular period

59.19 The following items should be priced as optional extras and will not be utilized for the evaluation of the bid. End user department will be able to order these optional extra's as and when required.

59.20 Separate pricing will be required per driver tag as the number of tags required by the end user department will be dependent on their number of drivers.

60 ON-BOARD CAMERAS: MINIMUM REQUIREMENTS

60.1 **Audio**

60.1.1 All units must be equipped with both a microphone and a speaker, and must support audio recording functionality where required.

60.1.2 Units must be capable of delivering audible alerts to the vehicle's driver.

60.2 **On / Off**

60.2.1 The system must remain operational at all times when the vehicle is turned on and must not provide the driver with the ability to disable it.

60.2.2 The system must allow the driver to manually activate the camera when the vehicle is turned off.

60.2.3 The system must be capable of continuing to record for a minimum of 10 seconds after the vehicle has been switched off.

60.3 **Display**

Initials_____

60.3.1 The system must be equipped with a display screen that provides visual alerts to the driver and allows the driver to switch between multiple camera views, where more than one camera or a 360-degree system is installed.

60.4 **Visuals**

60.4.1 The State requires that all installed cameras be wired; wireless cameras will not be accepted.

60.4.2 All cameras must be equipped with night vision capabilities and must provide clear images in low-light or night-time conditions.

60.4.3 The system must be adaptable to accommodate driver and passenger privacy requirements, where applicable.

60.4.4 Cameras must have a minimum resolution of 1080p Full HD.

60.4.5 Image quality must ensure clarity, accurate colour representation, and strong performance in low-light environments.

60.5 **Monitoring**

60.5.1 The camera system must operate continuously and be capable of recording events triggered either manually by the driver or automatically by unusual activity, including but not limited to harsh braking, swerving, collisions, uneven road surfaces, or sudden changes in speed.

60.5.2 The system must be integrated with the vehicle's engine control system or equipped with a motion detection sensor, such as a G-sensor.

60.6 **Head Unit / On Board Computer**

60.6.1 The head unit must support live streaming of the vehicle's camera views.

60.6.2 The system must allow for adjustments to camera settings, including resolution.

60.6.3 The system must be capable of automatically identifying recordable events, such as accidents.

60.6.4 Upon detection of an event, the system must capture and record both audio and video from inside and outside the vehicle.

60.6.5 Events must not be remotely triggered, and recordings must be limited to a maximum of 12 seconds per incident.

60.7 **Connectivity**

60.7.1 The system must include cellular connectivity, with support for 4G networks.

60.7.2 All data costs associated with the system must be included in the monthly service fee.

Initials_____

60.7.3 The system must support live streaming functionality. In vehicles equipped with multiple cameras, the live stream must display multiple camera views simultaneously.

61 CAMERA 1: ROAD FACING DASH CAMS

61.1 The system should allow for a forward collision warning.

62 CAMERA 2: DRIVER OR IN-CAB FACING CAMERAS

62.1 The System should allow for the detection of the following:

62.1.1 Driver's distraction

62.1.2 Mobile phone warning

62.1.3 Fatigue

62.1.4 Camera covering or tampering

62.1.5 Unbuckled seatbelt

62.1.6 Possible traffic violations

63 CAMERA 3: AUXILIARY CAMERAS

63.1 The system must support the installation of multiple cameras around the vehicle to enable a comprehensive 360-degree view.

63.2 This configuration may include, but is not limited to, side-facing and rear-facing cameras.

64 INSTALATION AND DE-INSTALATION

64.1 Apart from the implementation plan provided by the bidder, the Contractor will be required to install or de-install a device within 5 working days of being requested to do so in writing by the end user department.

64.2 The de-installation of a unit and reinstallation of the unit on a new or other vehicle will not affect the cost of the unit. The cost of the unit at the first time of installation will be applicable for the entire contract period.

65 CONTRACT LEAD OUT

65.1 The Contractor must ensure that all units are de-installed and de-activated at the end of the contract period.

65.2 The Contract Lead Out will provide for a 12-month transition period. In this period, the Contractor will commence with the de-installation of all devices. No new devices must be fitted in this period by the Contractor.

Initials_____

3/3

65.3 The Contractor will bill the end user for all vehicles during this transition period where the vehicle tracking services are rendered.

65.4 The Contractor must agree with the Department of Transport on the final lead-out plan and engage all end users on the de-installation plan to ensure that it is aligned with the installation schedule of the new contractor.

65.5 The Contractor shall, at the end of the contract period, ensure that all information is transferred to either the State or any other third party nominated by the State. This shall include all data collected under this contract, any rules as set up by end user departments and all Life to Date reports.

66 REPORTING

66.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category A. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

66.2 The Contractor should familiarise itself with the reporting requirements outlined in Annexure G attached, to ensure that all required fields are captured and provided in their system.

66.3 In return, all information related to the vehicle, the end user department, and any other information required by the Contractor under Category C shall be obtained from the Contractor appointed under Category B.

66.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 5: Reporting Levels for Vehicle Tracking and On-Board Cameras

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

67 ON-BOARD CAMERAS: CUSTOMER SERVICES

67.1 The Contractor must analyse events to identify trends in driver behaviour. These events should be compiled and packaged for the end user to facilitate driver training.

Initials_____

67.2 Specific events, as identified by the end user, must be packaged and made available for download. These events will be used for training, disciplinary actions, or other purposes as required by the end user.

67.3 The Contractor will be responsible for providing reports on a monthly, weekly, or daily basis, as requested by the end users.

67.4 End users must have the ability to customize reports according to their specific requirements.

67.5 The Contractor will be required to integrate data with the appointed Contractor in accordance with Category A, as needed.

68 MAINTENANCE AND SUPPORT

68.1 The Contractor must outline provisions for system downtime, including maximum allowable downtime, response times for issue resolution, and escalation procedures. These details should be clearly defined in the SLA under maintenance and support to ensure minimal disruption to operations.

69 STORAGE AND BACKUP

69.1 All records as generated through the contract must be kept by the contractor for a period of 5 years after the expiry of the contract.

70 CATEGORY C1: VEHICLE TRACKING, ON-BOARD CAMERAS AND DRIVER MANAGEMENT

70.1 All provisions outlined in Category C will apply to Category C1.

70.2 For Category C1, the Contractor must set up its entire system on a government-owned server, as made available by the State due to possible security constraints.

70.3 The Contractor will be responsible for installing and maintaining the system, as required, on government premises.

Initials_____

CATEGORY D: VEHICLE CONDITION, VEHICLE BOOKING AND TRAFFIC FINE MANAGEMENT

71 INTRODUCTIONS TO REQUIREMENTS

71.1 The State requires a web-based solution for the management of vehicle bookings and identification of the driver at a specific time through the booking system.

71.2 The system should provide for vehicle condition assessment reports and the generation of an accident or incident report.

71.3 Linked to this system, the Contractor needs to ensure that the government has the capability to manage and reroute traffic fines upon receiving the pre-notification through the AARTO system.

71.4 The utilization of the services as set out in Category D by end user departments are optional.

71.5 This should be done with consideration to the geographical areas in which these vehicles operate and will include a web friendly interface or mobile application.

72 IMPLEMENTATION

72.1 The contractor will not be required to develop a system by the time of the award of this contract, but will be required to ensure that the full functionality as set out in the Special Conditions of Contract is developed within 6 months before the commencement date of the contract.

73 PROVINCIAL REPRESENTATION

73.1 The contractor will not be required to have provincial offices.

73.2 The contractor will however, need to ensure that all end users receive adequate customer services, which includes:

73.3 The attendance of provincial transport meetings as scheduled by the provincial departments of transport or the National Department of Transport for national departments.

73.4 Monthly meetings with all end user departments where required or requested.

74 HELP DESK REQUIREMENTS

74.1 The contractor will provide a helps desk where assistance can be obtained by end users and faults can be logged.

74.2 The Help Desk should be available between 08:00 and 17:00 daily from Monday to Friday

74.3 The Help Desk should have adequately trained staff that can deal with the needs of the users.

Initials_____

74.4 A shared call option must be made available for departments contacting the Contractor.

74.5 The Contractor must put contingency plans in place if the Help Desk is not available.

75 IT SYSTEM

75.1 **System Availability**

75.1.1 The system should be available 99% of the time.

75.1.2 In the event that the systems are not available for 24 hours, without prior notification to the State, a penalty as contained in Annexure F will be applicable.

75.2 **System Ownership**

75.2.1 The ownership of the systems will remain that of the contractor for the duration of the contract. All data and information generated in the execution of the contract will, however, remain the property of the State.

75.3 **System Training**

75.3.1 The training of officials who will manage vehicle bookings and fines is a requirement.

75.3.2 The cost for the initial training should be included in the monthly fee.

75.3.3 The cost for the initial training and the continuous upskilling will be borne by contractor.

75.3.4 The successful bidder shall provide the State with a manual, which might be in either electronic or hard copy on the procedures to follow relating to vehicle bookings and the re-routing of traffic fines.

76 VEHICLE BOOKING SYSTEM

76.1 The systems should be able to allocate each vehicle to a base office.

76.2 Vehicles should be transferrable between bases by authorized officials as vehicle are moved on a regular basis.

76.3 The systems should allow for the registration of a driver by a government official and should retain the driver's details for future use and reporting, including the expiry date of the driver's license.

76.4 The system should make provision for a vehicle to be booked out. This will include an official applying for a vehicle (Please refer to the vehicle booking form as Annexure H1), the manager authorising the trip, and the transport officer confirming vehicle availability.

76.5 The systems should be able to check the validity of the driver's license of an official prior to a vehicle booking being confirmed.

76.6 It should allow the end user department to upload any documentation onto the system linked to the specific trip.

Initials_____

76.7 Upon booking out the vehicle, the system should be able to make provision for:

76.7.1 A vehicle condition report that will keep track of the condition of the vehicle as updated by the end user department, including possible repairs.

76.7.2 The opening kilometres at the time of the vehicle being booked out.

76.7.3 Should allow for the verification of the officials Persal number.

76.7.4 The ID number and all driver license details including validity

76.7.5 The date and time of the vehicle being booked out

76.7.6 Upon returning the vehicle, the system needs to make provision for:

76.7.7 The date and time of the vehicle being returned,

76.7.8 The closing kilometres

76.7.9 A condition report of the vehicle.

77 VEHICLE CONDITION ASSESSMENT

77.1 The system of the contractor should make provision for at least the following:

77.1.1 A vehicle inspection form is to be captured electronically on the system of the contractor.

77.1.2 A drawing / schematic representation/photo of the vehicle where damage can be indicated on.

77.1.3 The vehicle inspection form should carry at least the following fields per vehicle:

77.1.3.1 Vehicle details:

77.1.3.2 Vehicle base

77.1.3.3 Transport officer's details

77.1.3.4 Engine Number

77.1.3.5 VIN number

77.1.3.6 Vehicle registration number

77.1.3.7 Last date of vehicle detail verification

77.1.3.8 Accessories

77.1.3.9 Radio, Make and Model

77.1.3.10 Air conditioner

77.1.3.11 Alarm System

Initials_____

77.1.3.12 Tow Bar

77.1.3.13 Extras

77.1.3.14 Glass:

77.1.3.15 Windscreen

77.1.3.16 Rear glass

77.1.3.17 Side glass

77.1.3.18 Headlights

77.1.3.19 Taillights

77.1.3.20 Indicators

77.1.3.21 Mirrors

77.1.3.22 Trim interior:

77.1.3.23 Carpets

77.1.3.24 Seats

77.1.3.25 Dash

77.1.3.26 Door trim

77.1.3.27 Internal trim

77.1.3.28 Tyres (Good/ Fair/ Poor) for each tyre

77.1.3.29 General:

77.1.3.30 Service Book (Y/N)

77.1.3.31 Jack (Y/N)

77.1.3.32 Emergency triangle(Y/N)

77.1.3.33 Lock nuts(Y/N)

77.1.3.34 Wheel Spanners(Y/N)

77.1.3.35 Hub caps(Y/N)

77.1.3.36 Wheel caps(Y/N)

77.1.3.37 Spare wheel (Y/N)

78 GENERATION OF ACCIDENT / INCIDENT REPORT

Initials_____

78.1 In the event of an accident, the contractor must make a system available through which a vehicle incident or accident report can be generated. The system should at least make provision for the following:

78.1.1 Driver and vehicle details as per the vehicle booking form

78.1.2 A drawing / schematic representation of the vehicle where damage can be indicated on.

78.1.3 Is the vehicle drivable?

78.1.4 Location of vehicle

78.1.5 Damage to third party property and vehicles – details to be provided

78.1.6 Possible third-party injuries

78.1.7 Possible witnesses (including contact details)

78.1.8 Date, time and place of incident

78.1.9 Weather conditions

78.1.10 Road conditions

78.1.11 SAPS case number (where required) / police station reported

78.1.12 Description of incident or accident

78.1.13 Declaration by the driver the details provided are correct

78.1.14 An option should be provided where a drawing or sketch of the accident scene can be scanned in.

79 DRIVER IDENTIFICATION AND ROUTING OF TRAFFIC FINES

79.1 The Contractor shall develop a system that is linked to the RTMC system. This should be in line with the draft Standard Operating Procedures as developed and the minimum system requirements of RTMC and the RTIA. (Annexure I)

79.2 The system should allow for the redirection of traffic fines to the infringer where a pre-notification is received, through the RTIA system.

79.3 It should make provision for the registration of fleet operators (Transport Officers) as per the SOP and the amendment thereof.

79.4 The process should make it possible to move vehicles different fleet operators.

79.5 The process should make it possible for numerous re-directions of the traffic fines as provided for in the SOP.

Initials_____

79.6 The system should be accessible to all end user departments and allow them to redirect fines to the actual driver of the vehicle at the time of an infringement taking place.

79.7 The contractor must ensure that all traffic fines are routed to the relevant driver where a fine is issued.

79.8 To this extend, the Contractor shall ensure that an interface with the RTIA system is established and that all traffic fines are re-routed upon the notification by the RTIA that a fine will be issued.

80 REPORTING

80.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category A. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

80.2 The Contractor should familiarise itself with the reporting requirements as attached in terms of Annexure J to ensure that all fields as required are captured and provided for on their system.

80.3 In return, all information related to the vehicle, the end user department and any other information required by the Contractor in terms of Category A, shall be obtained from the service provider appointed in terms of Category A.

80.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 6: Reporting Levels for Vehicle Condition, Vehicle Booking and Traffic Fines Management

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

80.5 The following minimum reporting is required in terms of fines management:

80.5.1 Comprehensive reporting on all fines issued,

80.5.2 Multiple fines per officials

80.5.3 For a specific period, per monthly or as and when required

80.6 The following minimum reporting will be required in terms of vehicle bookings and vehicle condition:

Initials_____

321

80.6.1 All vehicle booking information

80.6.2 Access to vehicle condition reports per vehicle

80.6.3 Identification of a driver for a specific vehicle at a specific time

80.6.4 Driver history reports – vehicle utilization, kilometres travelled, fines incurred, damage on vehicles.

80.7 Reporting on the following vehicle condition fields:

80.7.1 No spare wheel

80.7.2 No jack

80.7.3 No emergency triangle

80.7.4 Lock nuts

80.7.5 Wheel Spanners

80.7.6 Hub caps

80.7.7 Wheel Caps

80.7.8 Fire Extinguisher

80.7.9 Damage to vehicle, in writing and in drawing format to allow the end user to indicate areas of the vehicle that is damaged

80.7.10 Other fields as prescribed by the end user departments

80.7.11 Open field

Initials_____

CATEGORY E: AUCTIONEERING SERVICES

81 INTRODUCTION TO REQUIREMENTS

81.1 The utilization of auctioneering services by end user departments is optional. Each department will have the choice to use this service.

81.2 Departments that choose not to use the auctioneering services will dispose of assets in accordance with the Supply Chain Management Act as prescribed.

81.3 Nothing in this document shall be construed as affecting the State's right to sell goods.

81.4 The State requires a Contractor to deliver professional auctioneering services, including both physical and online auctions. The service should also account for de-fleeting, where all vehicles will be transported to the auctioneer's premises for auction.

81.5 The Contractor must have a national presence with premises in each province. In cases where a physical auction is required, government premises may be used, following consultation with the end user department.

82 AUCTION SITES

82.1 The Contractor must make premises available to be used for physical auctions as and when required. The cost of establishing, securing and maintaining auction sites will be for the cost of the Contractor, including all infrastructure required.

83 FINANCIAL CONSIDERATIONS

83.1 The selling price of the vehicle will be highest bid price paid and will include:

83.1.1 The reserve price of the vehicle

83.1.2 Any profit or loss in terms of the reserve price

83.1.3 The percentage commission as stipulated in the pricing schedule

83.1.4 The administration fee as stipulated in the pricing schedule, inclusive of VAT.

83.1.5 The actual cost as approved by the end user for the services of a locksmith, invoiced per vehicle as and when required by the end user.

83.1.6 The cost, as per the pricing schedule for the de-installation of emergency lights.

83.1.7 The cost, as per the pricing schedule for the removal of any vehicle signage or branding.

83.1.8 The cost per vehicle for a car wash prior to the vehicle being auctioned.

Initials_____

83.1.9 Actual advertising cost where approved by the end user

83.1.10 Storage fees per vehicle per day, exceeding two months.

83.2 No additional fees can be claimed by the Contractor from either the State or purchaser of the vehicle.

83.3 The bidder will be compensated on commission basis based on the percentage charged from total proceeds.

83.4 The Contractor must maximize revenue from items sold by ensuring that the highest bid price is achieved.

83.5 The auctioneer will not earn commission on unsold vehicles.

83.6 In the event that a bidder does not pay, the registration deposit will be payable to the State by the contractor.

83.7 The Contractor will have to provide all equipment and consumables required to conduct the auction, including ablution facilities, mobile offices, equipment for the movement of vehicle, and a P.A (Public Announcement) system where required, irrespective on whether the auction is held at a government site or the premised of the auctioneer.

84 PERFORMANCE SECURITY

84.1 The Contractor is required to submit a financial surety of an estimate of the total reserve value as proof of good standing confirmed by a recognized financial institution.

84.2 The Contractor must confirm the financial surety is not older than four months of the date of auction.

84.3 The end user department can request adequate indemnity insurance or reserves the right to demand a 50% deposit payment of the reserve value of the auction 3 days prior to the date of auction via EFT

84.4 Each party to carry their own bank charges and no claims for the loss of interest will be entertained by the State.

85 MOVEMENT OF VEHICLES AND STORAGE

85.1 End user departments will have the option to move the vehicle to the premises of the auctioneer where practical, (in terms of proximity and other considerations) when they are in the process of de-fleeting.

85.2 The Contractor will be allowed to claim storage cost for the vehicle after a period of two months, in the event that the vehicle was already on auction on more than two occasions.

85.3 In the event that a vehicle is moved to the premises of the auctioneer, it will be the responsibility of the auctioneer to ensure that sufficient security is provided to safeguard the assets of the State. The Contractor will be held responsible for any losses incurred.

Initials_____

85.4 Should the vehicle be damaged to the extent that it can be repaired, the Contractor shall cover all costs related to the repair of the vehicle.

85.5 In the event of a total loss, the Contractor shall pay the State an amount equal to the book value of the vehicle within 90 days of the date of the loss.

85.6 The book value will be calculated using the TransUnion Autodelalers guide (previously M&M Autodealers guide), with the following formula:

((Trade Value + Retail Value) / 2)) - % Adjustment for vehicle kilometres + Adjustments for accessories

85.7 The end user department will be responsible for the movement of any vehicles and the cost thereof, where required.

85.8 The end user may request the contractor to conduct the auction at the government premises.

86 GENERAL REQUIREMENTS

86.1 All auction requirements will be applicable, irrespective of the type of auction method that will be used.

86.2 All goods are sold "voetstoots" in whatever condition they may be at acceptance of a bid and with no guarantee whatsoever given.

86.3 Goods to be auctioned, includes vehicles as per the definition of this contract, vehicle parts, accessories to vehicles, canopies, load bodies and scrapped vehicles.

86.4 The Contractor upon agreement with the end user department may decide to group different items, as one lot.

86.5 The Contractor needs to ensure compliance to the National Consumer Protection Act.

86.6 The auctioneer shall be responsible for the remittance of VAT to the South African Revenue Services, where applicable.

86.7 The Contractor to provide a list of premises where vehicles can be de-fleeted to.

86.8 The end user department reserves the right to withdraw from an auction sale at any time should this be deemed necessary.

86.9 It is the prerogative of the end user department on whether to use a physical or online auction.

86.10 The contractor will be liable for any loss or damage to the property of the State while under the contractor's control. The contractor will be required to have liability cover of at least R10 million in place at all times during the contract.

87 REQUIREMENTS PRIOR TO AUCTION

Initials_____

87.1 The Contractor will be contacted by the end user department, providing the Contractor with a list of vehicles or items to be disposed of.

87.2 The Contractor in consultation with the end user departments should attempt to group the auction of vehicles from various departments together.

87.3 The bidder must develop and present a project plan with timeframes for each auction before the disposal date is approved.

87.4 The end user department will make available all required documentation required for the disposal of the asset, i.e. registration certificate.

87.5 Where required, the auctioneer can be requested to put all vehicles in dealer stock status, either in the name of the department or in that of the auctioneer. This will need to be agreed to with the end user department.

87.6 The Contractor will be required to, in consultation with the end user department determine a date of the auction taking place, whether physical or online.

87.7 The Contractor will in consultation with the end user department need to determine the reserve values for each item, based on the market value as provided by the Contractor and condition of the vehicle.

87.8 The Contractor must determine which vehicles are runners and non-runners. For non-runners the auctioneer must perform a detailed analysis of the problem, present a recommendation to management in terms of the reserve value.

87.9 The methodology used and the recommended reserve prices are to be presented to management of each end user department for each and every item to be auctioned. This should be done at least fifteen (15) business days prior to the disposal date to allow the end user department to obtain the required internal approvals.

87.10 A full analysis of the vehicle condition and all factors considered in the valuation of vehicles must be presented to management.

87.11 The Contractor must ensure that all auctions are advertised at least two weeks prior to the auction taking place, through the required local media within the geographical area where the auction will take place.

87.12 Prior to advertising the auction, the Contractor must supply the end user department with the proposed advertising plan, the media to be utilized and the cost thereof for approval by the end user department per auction.

87.13 The end user department will refund the cost of advertising to the Contractor. Should an end user department prefer, they can place the advertisements themselves by following their internal Supply Chain Management processes.

Initials_____

87.14 The auctioneer shall submit a final vending roll to the end user department one day before the auction.

87.15 The auctioneer will have to confirm the vehicle registration status and ownership prior to arranging and the assigning of lot numbers.

87.16 It will be the responsibility of the Contractor to ensure the registration of prospective buyers. A refundable deposit will be allowed for this process where the buyer does not make a purchase.

87.17 The end user department will ensure that number plates and license discs are removed from the vehicles prior to the auction sale.

87.18 All vehicles will be inspected and recorded by the auctioneer in the presence of a representative of the end user department.

88 REQUIREMENTS DURING THE AUCTION

88.1 The auctioneer must ensure that competent support staff for all auction administration and mechanical support are present at all auctions.

88.2 The auctioneer is responsible for obtaining payment from the purchasers in respect of each lot sold.

88.3 The auctioneer shall make provision for the buyers to pay at any time during the auction, without interrupting the auction.

88.4 For any auction taking place on government premises and for security purposes no cash should be accepted as payment for any lot or registration.

88.5 The Contractor will be required to resolve any disputes during and after the auction.

89 REQUIREMENTS AFTER THE AUCTION

89.1 Bidder must transfer all proceeds via an Electronic transfer, within one month after the auction was concluded.

89.2 After the sale, the auctioneer shall take responsibility of all lots sold during the auction, such as the collection of vehicles.

89.3 The risk in respect of goods sold, passes to the buyer as soon as his bid has been accepted and the seller accepts no liability whatsoever in respect thereof.

89.4 A full reconciliation must be done immediately after the auction by the auctioneer and the representative from the end user department.

89.5 The auctioneer must, within 48 hours of the auction being held produce electronic reports reflecting the detailed results of the sale e.g. lots per buyer, % above or under the reserve price, sold lots and unsold lots

Initials_____

89.6 It is the responsibility of the Contractor to ensure that any vehicle sold during the auction is removed from government premises within a period of 10 working days. The end user department will be allowed to charge storage fees per day to the Contractor for any days exceeding the 10 days at the same rate per day as charged by the Contractor in the pricing schedule.

90 RE-AUCTIONING OF VEHICLES

90.1 Any vehicle not sold on the first or any subsequent auction will go through the same initial process to determine a new reserve price.

90.2 If the bid for a vehicle is less than 90% of its reserve price, the delegated official (Board of survey or disposal committee) will decide whether or not the vehicle should be carried forward to the next sale or not.

91 REPORTING

91.1 The Contractor shall be required to transfer information on a regular and scheduled basis to the Contractor appointed in terms of Category B. All information shall be transferred through an automated process and in the format and cut-off time as agreed to between the Contractors.

91.2 The Contractor should familiarise itself with the reporting requirements as attached in terms of Annexure G to ensure that all fields as required are captured and provided for on their system.

91.3 In return, all information related to the vehicle, the end user department and any other information required by the Contractor in terms of Category E shall be obtained from the Contractor appointed in terms of Category A.

91.4 The Contractor's information system shall have the facility to provide information relating to the fleet at the following levels:

Table 7: Reporting Levels for Auctioneering Services

Level 1	Level 2	Level 3	Level 4	Level 5
National Department, Name of Province, Municipality or Entity	Name of National Department, Name of provincial department, Name of entity	Name of Region or District	Name of Office or Location / Cost Centre	Unit

Initials_____

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91.5 The auctioneer shall prepare and submit a detailed Auction Report not later than fourteen days after the completion of an auction. The following minimum information should be contained in the report:

91.5.1 Name of Buyer;

91.5.2 ID number of the buyer;

91.5.3 Address of Buyer;

91.5.4 Contact numbers of Buyer;

91.5.5 Description of item purchased;

91.5.6 Price of item;

91.5.7 Lot number;

91.5.8 Vehicle chassis/vin no.

91.5.9 Any other relevant information as deemed fit by the Contractor or as required by the end user department.

91.6 Within 14 days of the completion of the auction, the auctioneer shall provide an auction list (vendor roll) indicating:

91.6.1 The end user or lot numbers of the goods sold

91.6.2 Date of auction

91.6.3 The individual disposal value of the vehicle which will be the value of the vehicle after all administration/auctioneering service costs have been deducted by the Contractor

91.6.4 The gross amount realized from the sale of the vehicle

91.6.5 The amount spent by the Contractor on advertising

91.7 The Contractor must provide the end user department with a settlement report within 14 days of a vehicle being auctioned.

92 COLLUSION AND FRAUDULENT ACTIVITIES

92.1 The auctioneer shall ensure that there is no conflict of interest or collusion and that it and its staff will not be part of or party to a "RING".

92.2 Should any conflict of interest, collusion or active association with a "RING" be proved to the satisfaction of the State, the contract with the auctioneer will be cancelled with immediate effect.

92.3 The State reserves the right to act against the relevant auctioneer such as restricting him/her from bidding for any subsequent tenders, including the recovery of any losses that the State may have suffered.

Initials_____

Engagement Mandate

Bidvest Bank TRANSIT SOLUTIONS

Instruction on completing the Engagement Mandate

Why do you need to complete this form?

This mandate document sets out the terms under which Transit Solutions (Pty) Ltd will issue and manage Fuel, Oil and Toll (FOT) cards on behalf of your department, in accordance with the RT46-2026 transversal contract administered by the National Department of Transport.

When your department signs this mandate, it confirms two things: that the officials listed in Section 6 are authorised to act on your behalf, and that you accept the card configuration parameters described in the sections below. This mandate remains in effect for the full contract period, from 1 July 2026 to 31 June 2031, and must be updated within seven calendar days whenever there is a change in delegated officials, fleet composition, or any of the operational parameters outlined here.

We have designed this document to be as practical as possible. If anything is unclear, please contact your Transit Solutions account manager before signing.

Why do you need to provide certified copies of the people we will be taking instructions from?

The FICA requirements are very cumbersome and we have reduced the same for your benefit. The requirements have been limited to the provision of certified copies of all staff that we will be taking instructions from during the course of delivering the required services. These include the contract managers, accounting officers and staff ordering cards. This will ensure transparency and legitimacy for Transit Solutions to act on instructions from the various State user departments.

Personal information is collected for KYC and regulatory compliance purposes in accordance with POPIA and will be securely processed and shared with Bidvest Bank.

What will happen if the form is not completed and returned before 1 July 2026?

In the absence of completing the Engagement Mandate, Transit Solutions will have no formal instruction from your user department to participate in the new RT 46 - 2026 contract and we will revert to the General Terms of Reference in the Tender. Consequently, you run the risk of not receiving the services you require and/or the terms of reference is left to interpretation and will remain unclear.

What to do with the Engagement Mandate once it is completed?

Once you have completed the form, kindly sign and scan the document and forward the same to RT46admin@transitfms.co.za. You can retain the original documents and inform the relevant Transit Account Manager that it is ready for collection. Our Account Manager will collect the original documents from you.

How to complete the Engagement Mandate Form?

Page 1

Mandated officials

This page needs to be completed by providing the primary contact person that Transit Solutions will be dealing with and take instructions from in the execution of the RT46 - 2026 contract. The nomination of secondary contact persons is also provided for. Kindly complete the details as requested and provide certified copy of the relevant persons ID documents.

The officials listed are the only individuals authorised to place card orders, request cancellations, and approve limit overrides on behalf of the department. Transit Solutions will act only on written instructions from the individuals named. If any of these officials change, please notify Transit Solutions within seven calendar days so this mandate can be updated.

Page 2

Services Required

This page requires the details the services you require. Please ensure the delivery address for the first bulk batch of fuel cards as well as the delivery address for the ad hoc card requests are provided if these are different.

Card Type Selection

Please indicate the EMV card type (s) your department requires. Each card is configured at the time of issuance and can only be used for the transaction types it has been set up for. If your fleet includes different vehicle classes that require different configurations, you can select multiple card types and specify the quantity needed for each.
The card type chosen for each vehicle must match the vehicle record in the Transit Solutions system. If your requirements change during the contract period, please get in touch with your account manager to update this mandate.

Transaction Limit Parameters

VOLUME, VALUE AND NUMBER OF FILLS LIMITS

The volume, value and number of fills limits records your department's card limits. Complete each field to set the authorised thresholds across three dimensions: fuel volume (litres per fill-up and per period), fuel value (Rand equivalent per period), and the number of fill-up visits permitted. Limits are enforced automatically at the point of sale, the moment fleetGUARDIAN loads this mandate into the card management system.

For fuel volume, fleetGUARDIAN calculates the per-vehicle ceiling using this formula. The formula is:

(Primary Tank Capacity + Supplementary Tank Capacity) × 1.10

The 10% allowance accounts for normal temperature-related expansion and minor pump variances. When a vehicle does not have a supplementary tank, that value defaults to zero. Any transaction that would push a vehicle beyond its calculated ceiling will be rejected at the terminal.

The Fuel Value limit is recalculated each month by Transit Solutions, based on the prevailing Department of Energy-regulated fuel price applied to each vehicle's maximum authorised volume. The monetary ceiling, therefore, automatically tracks the pump price; departments do not need to amend their mandate each time the fuel price changes.

Tick the Call Centre Override checkbox on the relevant row if your department needs the customer-set limit to take precedence over the fleetGUARDIAN system ceiling for that parameter and allow the Call Centre to adjust on your behalf if needed.

Weekly and Monthly Fuel Monetary amounts are also subject to the Contract ceiling stipulated in the RT46-2026 pricing schedule and may not exceed that ceiling regardless of the volume formula result.

Cards will be set to 24/7 by default. When you receive the EMV card, you can set card usage based on requirements.

TEMPORARY LIMIT OVERRIDES

We understand that operational realities do not always fit neatly into standard limits. If your department needs a temporary limit adjustment, for example, a long-haul convoy or an emergency deployment, the mandated official should call the Transit Solutions call centre or designated account manager/CLO directly. The call centre agent or designated account manager/CLO will verify the requesting official against this mandate and apply a once-off temporary override.

Where a volume override is approved, the system will allow one additional visit beyond the standard daily, weekly, and monthly visit limits for that vehicle during the override window. The Non-Fuel Monetary limit is not adjusted during an override.

Driver Identification at Fuel Court Terminals
DRIVER ID PIN

At Fuel Court Terminal sites, the terminal can prompt for a Driver Identification PIN in addition to the card swipe. The PIN is a unique credential linked to a specific driver in the Transit Solutions system. When a driver enters their ID PIN, every transaction is recorded against their name, giving your department a complete, auditable view of who refuelled which vehicle, when, and where.

Please indicate whether you would like Driver ID PIN identification enabled for your fleet.

Page 3

Payment and Vendor Information

This page requires the details of your payment offices so we can direct the billing. In addition, your preferential payment terms need to be indicated. Please ensure this page is duly signed by the appropriate authority in your structure and a certified copy of the relevant persons ID documents are also provided.

Page 4

Additional Client information

This page needs to be completed if you have cost centers on the account that operate at different locations and/or you have staff in the regions that will be providing Transit Solutions with operational instructions during the course of execution of the contract.

Additional

KYC

ID's are required to confirm the person acting on behalf of the Department on card ordering, cancelations and activation of these cards. Personal information is collected for KYC and regulatory compliance purposes in accordance with POPIA and will be securely processed and shared with Bidvest Bank.

NOTE: Bidvest Bank will contact the Departments directly with additinal FICA/KYC requirements.

Bidvest Bank TRANSIT SOLUTIONS

Government RT 46 - 2026 Engagement Mandate

Customer:		Date:	
Primary Contact Person:		Transit Rep:	
Telephone Number:		Bank Rep:	
Fax Number:		Client Code:	
eMail Address:			
Cellular Number:			
Primary Address:			

Preferred method of engaging:		Yes/No	Mobile/cellphone	Yes/No	eMail	Yes/No	Telephone

Participant Details:

	Y/N	Name	Departmental Break-Out
Province			List Regions, Divisions, Cost Centers, etc. On Page 3
National Department			
SAPS			
Other (Specify)			

Note: We require a certified copy of the representative stated's ID to be attached to this schedule

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Secondary Contact Persons:

Responsibility	Name	ID	Mobile	Phone	eMail

Note: We require a certified copy of the representative stated's ID to be attached to this schedule

Address and Location of Secondary Contact Persons (if different)	
Comments:	
I consent to provide a valid government issued photo ID (e.g., passport, national ID card, or driver's license) for identity verification purposes **SIGNATURE**	

Personal information is collected for KYC and regulatory compliance purposes in accordance with POPIA and will be securely processed and shared with Bidvest Bank.

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Bidvest Bank TRANSIT SOLUTIONS

RT 46 Services Required:

**Indicate the fleet management services you require from Transit Solutions*

	Y/N	Estimated Number of Vehicles	Comment/Address if different from offical address above
Fuel Cards			
- Fuel, Oil and Toll			
- Fuel and Oil Only			
- Fuel and Oil Only (SAPS)			
-Toll Only			
-eTag			
-Bulk Card			

Bulk card delivery address	
Ad hoc card delivery address	

	Name surname	Department/level	Mobile	eMail
Reporting Access				
Online access to FleetGUARDIAN CARD ACTIVATION				
Online access to FleetGUARDIAN CARD ORDERING/CANCELLATION				
Online access to FleetGUARDIAN REPORTING				
Card rules access				
(note person able to update card parameters)				

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	Y/N	Estimated Number of Vehicles	Daily	Weekly	Monthly	Call Centre allowed to override Y/N
Card rules						
Fuel: Volume (Litres)						
Fuel: Value						
Non Fuel: Value						
Number of Fill-ups						
Driver ID PIN required for all cards						

								Times Allowed	
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Start Time	End Time
Date/time limits									

Comments:

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Bidvest Bank TRANSIT SOLUTIONS

ERT46/001

Government RT 46 - 2026 Engagement Mandate

On-Site Service Requirements:

	Y/N	Comments / Details
Monthly Management Meetings		
Card Readers for Internal Fuel Bowsers		
NFC tags for Internal Fuel Bowsers (nr of vehicles)		

Kindly provide as much information as possible on page 3,4 and 5

Vendor Payment Offices:

Payment Offices Details:

Contact Person	Phone	Mobile	Fax	eMail

Note: We require a certified copy of the representative stated's ID to be attached to this schedule

Bank Account Details:

Account Holder	Bank	Branch #	Account #

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	Daily	Weekly	Monthly	Other (Specify)
Payment / Settlement Instructions:				
Date Specific?				

Are you registeres as a VAT vendor?	Y/N		VAT Number:		
Payment by EFT or debit order?	**EFT**	Y/N	**Debit Order**	Y/N	
Billing cut-off date (25th/26th/mth end)					

Authority To Deliver Services

I declare that the services required by the Province/Department/National Accounts in term of the Contract RT 46 -2026, are the services set out in this document, and undertake to inform Transit Solutions of any changes to the services required.

Service Delivery Reqiured In Terms Of RT 46-2026	Sign	Sign
	Name	Name
	Designation	Designation
	Note: We require a certified copy of the representative stated's ID to be attached to this schedule	

Personal Information is collected for KYC and regulatory compliance purposes in accordance with POPIA and will be securely processed and shared with Bidvest Bank.

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Bidvest Bank TRANSIT SOLUTIONS

ERT46/001

Government RT 46 - 2026 Engagement Mandate

** If your account is paid at regional or divisional level, kindly indicate the payment office responsible for the account*

Regions and Departments									
Client Code	Billing Code	Department	Number of Vehicles	Payment Office	Contact Person	ID	Mobile	Phone	eMail

Note: We require a certified copy of the representative stated's ID to be attached to this schedule

Personal information is collected for KYC and regulatory compliance purposes in accordance with POPIA and will be securely processed and shared with Bidvest Bank.

339

AFRIRENT
FLEET MANAGEMENT

CLIENT ONBOARDING & DELEGATION FRAMEWORK

340

CLIENT ONBOARDING & DELEGATION FRAMEWORK

(To be completed and signed by the client upon contract onboarding)

Client Details

Legal Entity Name	
Contract Name	**RT46-2026 Cat A and A1**
Contract Number ***(if assigned)***	
Entity Name Entity Type ***(National Dept /***	
Provincial Dept / Municipality / SOE / Entity)	
Date Completed	

1.1. Mandate Election (Tick One)

- ☐ Generic Mandate (Applies to all departments under this contract)
- ☐ Department-Specific Mandate (Separate mandates per department required)

End user classification (mandatory)

Level	Description	End user detail
Level 1	National Department / Province / Municipality / Entity	
Level 2	Specific Department / Entity Name	
Level 3	Region / District	
Level 4	Office / Location / Cost Centre	
Level 5	Unit	

End user contact details (mandatory)

Role	First Name	Surname	Cell Number	Email Address
Primary Contact Person				
Secondary / Alternative Contact				
Fleet Manager				
Operations Contact				
Authorisations Contact Person				
Accounts / Invoicing Contact				
Secondary Accounts Contact				
Statements Recipient				
Quotations Contact				
Incident / Breakdown Contact				

24

Authorised Officials & Financial Limits

	Official 1	Official 2	Official 3	Official 4	Official 5	Official 6
Name & Surname						
Designation						
Email						
Mobile						
Vehicle Type						
Financial Limit (ZAR)						
Type of Work Allowed						
Rebill Only						
Urgent Only						
Escalation To						

Vehicle category differentiated limits

Vehicle Category	Vehicle Category	Financial Threshold (ZAR)	Approval Required Above Threshold
Sedans			
Light Commercial Vehicles			
Trucks			
Specialized Vehicles			
VIP Vehicles			
Emergency Service Vehicles			
Plant and Equipment			

Pre-Determined work -type mandates

Work Type	Conditions	Auto-Approve?	Financial Cap
Tyre Replacement	Every 40 000 km	Yes / No	
Allignment & Balancing	Every 3 Months or 10 000kms	Yes / No	
Minor Services	OEM parameters	Yes / No	
Accident Repairs	Repairs Below R10 000	Yes / No	
Windscreens	All Windscreen Chip Repairs	Yes / No	
Batteries	Every 12 months	Yes / No	
Shocks	Every 24 Months	Yes / No	
Car Washes	1st Monthly Wash	Yes / No	
Services	All Minor Repairs & Services Below R10 000.00	Yes / No	
Minor Repairs	All Minor Repairs & Services Below R10 000.00	Yes / No	

DECLARATION & SIGNATURES

We confirm:

This mandate has been approved by the Head of Department or authorised delegate. The officials listed above are authorised to approve maintenance transactions within the specified limits.
Afrirent (Pty) Ltd may rely on this mandate for all maintenance governance and financial processing.
Changes will be submitted in writing immediately.

Signatory 1

Name: _____

ID No.: _____

Designation: _____

Signature: _____

Date: _____

Signatory 2

Name: _____

ID No.: _____

Designation: _____

Signature: _____

Date: _____

Please return the completed mandate form to **rt46mandates@afrirent.co.za**
Any subsequent amendments must be submitted through this same channel and will only be processed once an updated mandate document has been received and is on file.

AFRIRENT
HOLDINGS

AFRIRENT

AFRIRENT

INDALO

Afrirent Holdings operates along three distinct lines of business. As a choice partner on your journey, this carefully designed and implemented operational model allows us to streamline our processes and cater to the varied needs of our diverse customer base.

CELEBRATING
23
YEARS
ESTD. 2003

+27 12 880 0108
info@afrirent.co.za
www.afrirentholdings.co.za

Afrirent Park Limeroc Business Park,
11 Magner Street Peach Tree X21
01799

ANNEXURE D

Rig al korrespondensie aan die Munisipale Bestuurder
Address all correspondence to the Municipal Manager

HESSEQUA

Munisipaliteit / Municipality / U Masipala

Tel:(028) 713 8000
Faks / Fax: 086 4015 118
Posbus / P.O. Box 29, RIVERSDAL(E), 6670
E-pos / E-mail: info@hessequa.gov.za
www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

Verw. / Ref: 17/11

Navrae/Enquiries: Mate Maphutha

MEMORANDUM

TO : The Bid Adjudication Committee

FROM : Environmental Manager

DATE : 24 April 2026

ADDITIONAL VOTE NUMBERS TO TENDER HES-TECH 25/2223: THE SUPPLY AND DELIVERY FOR WATER TREATEMENT CHEMICAL FOR A PERIOD OF THREE (3) YEARS

BACKGROUND AND DISCUSSION

Tender HES-TECH 25/2223 provides for the supply and delivery of water treatment chemicals for a period of three (3) years, from 13 September 2023 to 12 September 2026, presenting a compliant, efficient and cost-effective procurement mechanism for the municipality.

The department environmental management therefore proposes to utilise the services of Metsi Chem Ikapa (Pty) Ltd, the appointed service provider under this tender, for the supply and delivery of HTH chemicals required for the cleaning and maintenance of slipway infrastructure at municipal jetties, including Gouritsmond Slipway, Stilbaai Slipway and the two Witsand Slipways (Kraaltjie Slipway and Government Jetty Slipway). The use of this existing tender not only ensures alignment with supply chain management regulations and internal procurement processes, but also promotes operational efficiency, eliminates duplication of procurement efforts and enables timely service delivery.

The department initially attempted to procure HTH chemicals using vote number 81102323605X3TT10; however, the Supply Chain Management unit advised that, given the existing tender award, procurement should be channelled through the technical directorate

HESSEQUA
Munisipaliteit / Municipality / U Masipala

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RIVERSDAL(E)

Verw. / Ref: 17/11

Navrae/Enquiries: Mate Maphutha

as the custodian of the contract. The Technical Department has since confirmed the applicability of this arrangement and supported the utilisation of the tender, reinforcing the need to leverage this established contract to ensure consistency, compliance and uninterrupted maintenance of critical municipal infrastructure.

RECOMMENDATION

Kindly arrange for the following vote number to be incorporated under Tender HES-TECH 25/2223, which provides the supply and delivery of water treatment chemicals for a period of three (3) years:

Vote: 81102323605X3TTIZZ10

.....

S Carelse

Manager Environmental Department.

- B:Consolidated Billing
- G:General Ledger
  - GO:Enquiries
    - GO040:Financial Information - Summary and Detail
- H:Consolidated Stock Control
- I:Bank Control
- K:Fleet Management

GO040-Financial Information - Summary and Detail

Total | V.A.T | Strct | Budget | Comm | N-Upd | Purch | More

Year: 2526 **Account:** 81102323605X3TTIZZ10

INVENTORY - MATERIALS & SUPPLIES

P-TWS PARKS PROGRAMME

NATURE CONSERVATION **Adj:**

M	Month	Budget	Movement	Difference
☐	Jul	0.00	0.00	0.00
☐	Aug	0.00	0.00	0.00
☐	Sep	0.00	0.00	0.00
☐	Oct	0.00	0.00	0.00
☐	Nov	0.00	0.00	0.00
☐	Dec	0.00	0.00	0.00
☐	Jan	0.00	0.00	0.00
☐	Feb	9000.00	0.00	9000.00
☐	Mar	9000.00	0.00	9000.00
☐	Apr	9000.00	10326.57	-1326.57
☐	May	9000.00	0.00	9000.00
☐	Jun	9000.00	0.00	9000.00
TOTAL:		**45000.00**	**10326.57**	**34673.43**

Opening Balance: 0.00

Budget	
Approved:	0
Additional:	45000
TOTAL:	**45000**

Commitments	
Issue Requisitions:	0.00
Purchase Requisitions:	0.00
Purchase Orders:	5180.00
Standing Payments:	0.00
Other:	0.00
Jobs:	0.00
TOTAL:	**5180.00**

Movement	
Actual:	10326.57
Not Updated:	0.00
TOTAL:	10326.57
BALANCE:	**29493.43**

OK | Home | Quit

GCP20001 llib/gcm20002 ADELED Copyright 2005 **Business Connexion**. All Rights Reserved. ***-* HESSEQUA - SCOA PRODUCTION DB2 *-* version: RCAN-4.7.3**

Adele De Lange

From: Stuart Morris
Sent: Wednesday, 06 May 2026 15:09
To: Adele De Lange
Subject: RE: Environmental Department memo

Hi Adele,

I am aware and I am comfortable with the addition of the vote.

Yours Faithfully / Die Uwe / Ozithobileyo

Stuart Morris
Manager: Civil Infrastructure Services
B-Tech: Civil Engineering (Construction Management)
Directorate: Technical Services
+27 (0) 28 713 7962 (Direct) / +27 (0) 28 713 8000 (Office)
stuart@hessequa.gov.za
hessequa.gov.za / www.explorersgardenroute.co.za
Civic Centre, Van den Berg Street, Riversdale, 6670

3RD BEST PERFORMING MUNICIPALITY IN SA (Ratings Afrika 2025)
12 CLEAN AUDITS (2013 - 2025) | TOP BLUE FLAG SWIMMING BEACHES 2025 (WESSA)
A CARING, SERVING AND GROWING HESSEQUA
24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

From: Adele De Lange <adeled@hessequa.gov.za>
Sent: Wednesday, 06 May 2026 14:05
To: Stuart Morris <stuart@hessequa.gov.za>
Subject: FW: Environmental Department memo

Stuart,

Please confirm in writing whether you are aware of, and comfortable with the addition of this vote to your contract.

Thank you.

From: Mate Maphutha <matem@hessequa.gov.za>
Sent: Tuesday, 05 May 2026 10:40
To: Adele De Lange <adeled@hessequa.gov.za>
Cc: Shagon Carelse <shagon@hessequa.gov.za>; Environmental Management Intern <InternEM@hessequa.gov.za>
Subject: Environmental Department memo

Dear Adele

Hope you well

Please find the attached memorandum from the Environmental Department submitted for approval.

Vriendelike Groete / Kind Regards

HESSEQUA

Munisipaliteit / Municipality / U Masipala

Rig alle korrespondensie aan die Munisipale Bestuurder
Address all correspondence to the Municipal Manager

Tel: (028) 713 8090
Posbus / P.O. Box 29, RIVERSDAL(E), 6670
E-pos / E-mail: adeled@hessequa.gov.za
www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

Verw. / Ref: HES-TECH 25/2223

Navrae/Enquiries: Adele de Lange

23 AUGUST 2023

METSI CHEM IKAPA (PTY) LTD.
P.O. BOX 4151
GEORGE-EAST
6539

Dear Sir/Madam

RE: TENDER HES-TECH 25/2223: THE SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS FOR A PERIOD OF THREE (3) YEARS

At a meeting of Hessequa Municipality's Bid Adjudication Committee, held on 23 August 2023, a resolution was taken concerning the above-mentioned tender.

We wish to inform you that METSI CHEM IKAPA (PTY) LTD have been recommended as the preferred main bidder for tender *HES-TECH 25/2223: THE SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS FOR A PERIOD OF THREE (3) YEARS.*

Resolved

1. That tender *HES-TECH 25/2223: The supply and delivery of water treatment chemicals for a period of three (3) years* for the period 13 September 2023 – 12 September 2026 be awarded as follows:

   1.1. **Main Bidder: Metsi Chem iKapa (Pty) Ltd**

   The alternative product was considered. The Ultrafloc has a better reaction with the raw water compared to the alternative product. The alternative product requires a higher dosage, which results in higher costs compared to the Ultrafloc that gives a better water quality.

HESSEQUA

Munisipaliteit / Municipality / U Masipala

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Address all correspondence to the Municipal Manager

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E-pos / E-mail: adeled@hessequa.gov.za
www.hessequa.gov.za
Van den Bergstraat
RIVERSDAL(E)

Verw. / Ref: HES-TECH 25/2223

Navrae/Enquiries: Adele de Lange

The award is subject to an objection period of fourteen (14) days in terms of Regulation 49: Municipal Supply Chain Management Regulation. The award is furthermore subject to an appeal period of twenty-one (21) days in terms of Section 62: Local Government Systems Act 32 of 2000, by the bidders. Please be advised that the respective timeframes will run simultaneously from the date of the notification of this decision.

This award only comes into effect once the objections/appeals, if any, have been positively dealt with by the Municipal Manager.

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database (CSD) to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Database.

Should you require more information regarding this matter, you may contact Mr. S. Morris 028 713 8000.

Sincerely,

MS. A. CARELSE
CHAIRPERSON: BID ADJUDICATION COMMITTEE

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HESSEQUA

Munisipaliteit / Municipality / U Masipala

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Van den Bergstraat
RIVERSDAL(E)

Verw. / Ref: HES-TECH 25/2223

Navrae/Enquiries: Adele de Lange

13 SEPTEMBER 2023

METSI CHEM IKAPA (PTY) LTD.
P.O. BOX 4151
GEORGE-EAST
6539

Dear Sir/Madam

RE: TENDER HES-TECH 25/2223: THE SUPPLY AND DELIVERY OF WATER TREATMENT CHEMICALS FOR A PERIOD OF THREE (3) YEARS

With regards to your appointment as main bidder for the abovementioned tender (refer to letter dated 23 August 2023), you are hereby granted the authority to proceed with the work as indicated in the abovementioned tender.

Should you require more information regarding this matter, you may contact Mr. S. Morris at 028 713 8000.

Sincerely,

MR. R. BENT
MANAGER: SUPPLY CHAIN MANAGEMENT, ASSETS AND INSURANCE

HESSEQUA MUNICIPALITY

BID ADJUDICATION COMMITTEE

Minutes of the virtual Bid Adjudication Committee meeting held at 09:00 on Wednesday, 23 August 2023 by means of the Microsoft Teams application.

1. **Welcoming and Opening**

Ms. A. Carelse	Sub-Delegated Chairperson

2. **Members Tuned In**

Ms. A. Carelse	Sub-Delegated Chairperson
Mr. R. Manho	Vice Chairperson
Ms. A. de Lange	Secretary
Mr. R. Bent	Member
Mr. R. Heunis	Sub-Delegated Member
Mr. H. Visser	Member

3. **Representatives**

Mr. D. Lewis-Michaels	Corporate Services
Mr. S. Morris	Technical Services

4. **Members absent with apology**

Ms. H. Viljoen	Chairperson
Mr. C. Onrust	Member

5. **Agenda items raised from previous minutes**

None

6. Consideration of Tenders

6.1. HES-CORP 13/2223: Provision of an anti-fraud hotline for a period of three (3) years Resolved

1. That tender *HES-CORP 13/2223: Provision of an anti-fraud hotline for a period of three (3) years* be awarded to **Advance Call (Pty) Ltd** from 11 November 2023 to 10 November 2026 as follows:

Nr	COSTS DESCRIPTION	Year 1 (Excl. Vat) 11 November 2023 to 10 November 2024	Year 2 (Excl. Vat) 11 November 2024 to 10 November 2025	Year 3 (Excl. Vat) 11 November 2025 to 10 November 2026
1.	Initiation costs (if any) please specify (This includes all costs relating to the setup or transferring of the Toll-Free number)	0	0	0
2.	Fixed Monthly Cost (Rate per month)	R 3 500.00	R 3 750.00	R 4 000.00
3.	All other costs (if any) please specify	0	0	0
	SUB TOTAL (Excl. Vat)	R 42 000.00	R 45 000.00	R 48 000.00
	Add VAT (If registered) – 15%	R 6 300	R 6 750.00	R 7 200.00
	TOTAL (Incl. Vat)	R 48 300.00	R 51 750.00	R 55 200.00

2. That the expenditure be financed from vote numbers as listed below:

Vote Number	Refer to Annexure A2 of the Technical Report
Vote Description	Refer to Annexure A2 of the Technical Report
Available Budget	2023/2024: R 300 000.00 2024/2025: R 318 000.00 (To be approved by Council) 2025/2026: R 337 080.00 (To be approved by Council)
Actual Amount	R155 250,00
Amount already paid	N/A
Completion Period	11 November 2023 to 10 November 2026

3. It should be noted that no small acceptable deviations were applicable to the tender.
4. The recommended bidder does not require its own terms or conditions.
5. The Validity of claims and declarations are valid.
6. The potential risks and mitigation factors were pointed out by the Senior SCM Practitioner: Contract, Risk and Performance Management.
7. No Additional contractual issues were identified.
8. It should be noted that the Bid Evaluation Committee rejects any alternative offers, own terms or conditions made by the preferred bidder.
9. That the following bidders were regarded as non-responsive:

NON-RESPONSIVE TENDERS **(After compliance with specifications, conditions, and special conditions)**

1	MAKHAPHELA RICHARD BROKERS (PTY) LTD	**SECTION 2.1 SPECIFICATIONS** In section 2.2 of the specification under sub-heading **minimum specifications** the bidder is required to provide the minimum of three (3) contactable reference letters. The bidder only provided one (1) reference letter; therefore, the bidder was found non-responsive.
2	KPMG SERVICES (PTY) LTD	**SECTION 1.2 TENDER CONDITIONS AND INFORMATION:** 1.2.8.2. Municipal Rates, Taxes and Charges *(a)A certified copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.* *(b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months will be disqualified.* The bidder failed to submit the municipal accounts of the Directors and therefore was found non-responsive.
TENDERS NOT CONSIDERED DUE TO PRICE		
N/A		

10. No bidders indicated spouses or family members in service of the state.
11. The tax status of the recommended bidder, **Advance Call (Pty) Ltd,** was verified on the CSD website on 23 August 2023 at 08:43 and found to be compliant.

Proposed by: Mr. R. Manho

Seconded by: Mr. R. Bent

Chairperson: _____

Initialled by Chairperson: _____

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6.2. HES-TECH 25/2223: The supply and delivery of water treatment chemicals for a period of three (3) years
Resolved

1. That tender *HES-TECH 25/2223: The supply and delivery of water treatment chemicals for a period of three (3) years* for the period 13 September 2023 – 12 September 2026 be awarded as follows:

1.1. **Main Bidder**: Metsi Chem iKapa (Pty) Ltd: The alternative product was considered. The Ultrafloc has a better reaction with the raw water compared to the alternative product. The alternative product requires a higher dosage, which results in higher costs compared to the Ultrafloc that gives a better water quality.

HESSEQUA MUNICIPALITY — HES-TECH 25/2223

A: Products:

Product	Packaging	Minimum Order	Price in Rand/Kg excluding VAT	% Increase Year 2	% Increase Year 3	% of Price Based on Fuel Price	% of Price based on exchange rate	Lead Time Days for Deliveries	Lead Time Emergency Deliveries
Liquid Chlorine Gas	70 kg Cylinders	4 Cylinders	R45,00			15%	0%	14 Days	4 Hours
Liquid Chlorine Gas	67 kg Cylinders	4 Cylinders	R45,00			15%	0%	14 Days	4 Hours
Ultrafloc U3800 at Riversdal	Bulk	5 Ton	R22,00			15%	15%	14 Days	8 Hours
Ultrafloc U3800 at Riversdal	Flow-bin	1 Ton	R25,30			15%	15%	14 Days	8 Hours
Ultrafloc U3500 (or similar) at Albertinia	Mini Bulk	1 Flow-bin	R29,50			15%	15%	14 Days	8 Hours
Ultrafloc U3500 (or similar) at Albertinia	240 kg drum	4 drums	R31,20			15%	15%	14 Days	8 Hours
White Hydrated Lime	25kg Bags	200 bags	R4,15	10% + 7,5%	10% + 7,5%	10%	0%	14 Days	8 Hours
Soda-Ash Light	25 kg Bags	20 bags	R16,90			5%	80%	14 Days	8 Hours
Soda-Ash Light	50 kg Bags	20 bags	NO OFFER			5%	80%	14 Days	8 Hours
Calcium Hypochlorite (TH)	25 kg Drums	2 Drums	R59,00			10%	0%	14 Days	8 Hours
Sodium Hypochlorite	20 litre drum	1 drum	R15,20			15%	0%	14 Days	8 Hours
Sodium Hypochlorite	200 litre drum	1 drum	R14,50			15%	0%	14 Days	8 Hours
SUB-TOTAL A (VAT Excl.)			R307,75						

Prices in Rand per Kilogram must include delivery cost and exclude VAT.

HESSEQUA MUNICIPALITY AIN MANAGEMENT SCM

1.2. **Alternative Bidders:** After comparing the prices over the three-year contract period and escalation is taken into account, Situc Projects CC and Chlorcape (Pty) Ltd will be appointed as the alterative bidders.

1.2.1 Situc Projects CC will serve as the alternative bidder – if the main bidder cannot supply within the given time – at the rates tabled below for specified products:

Ultrafloc U3800 at Riversdal	Bulk	5 Ton	21.30	9%	9.5%	15%	15%	14 Days	8 Hours
Ultrafloc U3800 at Riversdal	Flow-bin	1 Ton	23.20	9%	9.5%	15%	15%	14 Days	8 Hours
Ultrafloc U3500 (or similar) at Stilbaai	Mini Bulk	1 Flow-bin	24.41	9%	9.5%	15%	15%	14 Days	8 Hours
Ultrafloc U3500 (or similar) at Stilbaai	240 kg drum	4 drums	28.56	9%	9.5%	15%	15%	14 Days	8 Hours
White Hydrated Lime	25kg Bags	200 bags	6.93	10%	10.5%	10%	0%	14 Days	8 Hours
Soda-Ash Light	25 kg Bags	20 bags	12.95	10%	10.5%	5%	80%	14 Days	8 Hours
Soda-Ash Light	50 kg Bags	20 bags	25.89	10%	10.5%	5%	80%	14 Days	8 Hours
Calcium Hypochlorite (HTH)	25 kg Drums	2 Drums	68.82	11%	11.5%	10%	0%	14 Days	8 Hours
Sodium Hypochlorite	20 litre drum	1 drum	23.90	9%	9.5%	15%	0%	14 Days	8 Hours
Sodium Hypochlorite	200 litre drum	1 drum	2260	9%	9.5%	15%	0%	14 Days	8 Hours

1.2.2. Chlorcape (Pty) Ltd will serve as the alternative bidder – if the main bidder cannot supply within the given time – at the rates tabled below for Liquid Chlorine Gas:

L1

A: Products:

Product	Packaging	Minimum Order	Price in Rand/Kg excluding VAT	% Increase Year 2	% Increase Year 3	% of Price Based on Fuel Price	% of Price based on exchange rate	Lead Time Days for Deliveries	Lead Time Emergency Deliveries
Liquid Chlorine Gas	70 kg Cylinders	4 Cylinders	R55.76	17%	17%	15%	0%	14 Days	4 Hours
Liquid Chlorine Gas	67 kg Cylinders	4 Cylinders	N/A We only supply 70kg Chlorine Gas Cylinders	N/A	N/A	15%	0%	14 Days	4 Hours

2. That the expenditure be financed from the vote numbers as listed below:

Vote Number	6405232360P1GMRCZZWM 6405232360P1GTPPZZWM 6410232360P1GMRCZZWM 6410232360P1GTPPZZWM 6415232360P1GMRCZZWM 6415232360P1GTPPZZWM 7010232360P1DMRCZZWM 7010232360P1DTPPZZWM 7110232360P1DMRCZZWM 7110232360P1DTPPZZWM 7310232360P1EMRCZZWM 7310232360P1ETPPZZWM
Vote Description	INVENTORY - M&S: CHEMICALS

Initialled by Chairperson: _____

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Available Budget	2023/24: R 2 291 226 (VAT Excl.) 2024/25: R2 554 843.00 (Subject to Council approval) 2025/26: R2 708 135.00 (Subject to Council approval)
Actual Amount	R7 554 204.00 (VAT Excl.)
Amount already paid	N/A
Completion Period	13 September 2023 to 12 September 2026

3. It should be noted that no small acceptable deviations were applicable to the tender.
4. The following recommended bidders indicated that they require their own terms and conditions:

   4.1. Metsi Chem Ikapa (refer to appendix A of the Evaluation Report)
   4.2. SITUC Projects (No evidence found under section 6.15 of the tender document)

5. The Bid Adjudication Committee accepts the own terms regarding the price increase for Metsi Chem Ikapa (Pty) Ltd, subject to written proof being provided by the bidder. The request for increase will be tabled before the Bid Adjudication Committee for consideration.
6. The Bid Adjudication Committee rejects any own terms and conditions made by SITUC Projects.
7. The Validity of claims and declarations are valid.
8. The potential risks and mitigation factors were pointed out by the Senior SCM Practitioner: Contract, Risk and Performance Management.
9. No Additional contractual issues were identified.
10. The following bidder were regarded as non-responsive:

1	SYNTHACHEM TECHNICAL SERVICES (PTY) LTD	The bidder did not purchase the full tender document. Therefore, was disqualified from the process.
TENDERS NOT CONSIDERED DUE TO PRICE		
N/A		

11. No bidders indicated spouses or family members in service of the state.
12. The tax statuses of the recommended main and alternative bidders were verified on the CSD website as follows:
    - Metsi Chem Ikapa (Pty) Ltd – 23 August 2023 at 08:45 and found to be compliant;
    - Situc Projects CC – 23 August 2023 at 08:49 and found to be compliant; and
    - Chlorcape (Pty) Ltd – 23 August 2023 at 08:51 and found to be compliant.

13. The following adjudication point schedule is noted by the Bid Adjudication Committee:

ALL LINE ITEMS/PRODUCTS

The following bidders tendered for all line item/products:

Name of Bidder	Total Tender Price (Incl. VAT) R	Points for Price	Points for BBB-EE Status Level	Locality	Total Adjudication Points Max 100	Tender Ranking
METSI CHEM IKAPA (PTY) LTD	R899,09	80,00	10	3	93,00	1
MASSIVE QUANTUM (PTY) LTD	R1 558,06	21,37	10	1	32,37	2

ALL the bidders including the ones that did not tendered for all line items/products:

Name of Bidder	Total Tender Price (Incl. VAT) R	Points for Price	Points for BBB-EE Status Level	Locality	Total Adjudication Points Max 100	Tender Ranking
METSI CHEM IKAPA (PTY) LTD	R899,09	-92,26	10	3	-79,26	3
MASSIVE QUANTUM (PTY) LTD	R1 558,06	-277,15	10	1	-266,15	5
IMPROCHEM (PTY) LTD T/A AECI WATER	R285,13	80,00	9	1	90,00	1
SITUC PROJECTS CC	R854,87	-79,85	10	3	-66,85	2
CHLORCAPE (PTY)LTD	R1 037,37	-131,06	9	1	-121,06	4

- *Metsi Chem Ikapa (Pty)Ltd is a recommended a main bidder because they scored the highest points in comparison to Massive Quantum (Pty) Ltd.*
- *Metsi Chem Ikapa (Pty)Ltd and Massive Quantum are the only two bidders who tender for all line items/products.*

ALL LINE ITEMS/PRODUCTS EXCLUDING GAS

The following bidder tendered for all line items/products except Gas(all line items minus Gas):

Name of Bidder	Total Tender Price (Incl. VAT) R	Points for Price	Points for BBB-EE Status Level	Locality	Total Adjudication Points Max 100	Tender Ranking
SITUC PROJECTS CC	R854,87	47,32	10	3	60,32	2
METSI CHEM IKAPA (PTY) LTD	R606,91	80,00	10	3	93,00	1
MASSIVE QUANTUM (PTY) LTD	R962,40	33,14	10	1	44,14	3

Initialled by Chairperson: _____

360

ALL the bidders including the ones that did not tendered for all line items/products (minus Gas):

Name of Bidder	Total Tender Price (Incl. VAT) R	Points for Price	Points for BBB-EE Status Level	Locality	Total Adjudication Points Max 100	Tender Ranking
METSI CHEM IKAPA (PTY) LTD	R606,91	13,12	10	3	26,12	2
MASSIVE QUANTUM (PTY) LTD	R962,40	-72,92	10	1	-61,92	5
IMPROCHEM (PTY) LTD T/A AECI WATER	R330,55	80,00	9	1	90,00	1
SITUC PROJECTS CC	R854,87	-46,90	10	3	-33,90	4
CHLORCAPE (PTY)LTD	R840,05	-43,31	9	1	-33,31	3

- *SITUC PROJECTS CC is an alternative recommended bidder for other line item/product excluding Gas because they are the second highest bidder in comparison with the bidder that bidder for all line items minus Gas.*

LIQUID CHLORINE GAS

Name of Bidder	Total Tender Price (Incl. VAT) R	Points for Price	Points for BBB-EE Status Level	Locality	Total Adjudication Points Max 100	Tender Ranking
METSI CHEM IKAPA (PTY) LTD	R292,18	41,55	10	3	54,55	2
MASSIVE QUANTUM (PTY) LTD	R46 161,30	- 18554,36	10	1	-18543,36	3
IMPROCHEM (PTY) LTD T/A AECI WATER	DNB	DNB	DNB	DNB	DNB	DNB
SITUC PROJECTS CC	DNB	DNB	DNB	DNB	DNB	DNB
CHLORCAPE (PTY)LTD	R197,33	80,00	9	1	90,00	1

- *Chlorcape (pty)ltd is recommended as alternative bidder for gas because they the highest bidder for gas in comparison with the bidders that tendered for Gas.*

- *Chlorcape (Pty)Ltd is an alternative bidder because* Metsi Chem Ikapa (Pty) Ltd who is the second highest bidder a main bidder for all items including Gas.

Proposed by: Mr. R. Bent

Seconded by: Mr. R. Manho

Chairperson: _____

7. **Consideration of Contract Extension/Contract Expansion**
   None

8. **Consideration of the Appointment of Professionals and Consultants**
   None

9. **Consideration of Deviations**
   None

10. **Consideration of regulation 31 appointments**
    None

11. **Consideration of regulation 32 appointments**
    None

12. **Other**
    None

13. **Approval of the minutes of the meeting held on 23 August 2023**
    Resolved
    1. That the minutes of the meeting held on 23 August 2023 be approved unanimously.

14. **Conclusion**
    The meeting adjourned at 09:17.

Ms. A. Carelse
Chairperson

Ms. A de Lange
Secretary

20230823
Date

23/08/2023
Date

HESSEQUA
Munisipaliteit/Municipality/U Masipala

RIVERSDALE
Tel. : 028-713 8000
P.O. Box 29, RIVERSDALE, 6670
E-pos : info@hessequa.gov.za

INFORMATION STATEMENT

SECTION 33 OF THE MFMA

CONTRACT HAVING FUTURE BUDGETARY IMPLICATIONS:

TRANSVERSAL CONTRACT RT46-2026 FOR THE PROVISION OF VEHICLE FLEET MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS

CONTENTS

1. BACKGROUND 2
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AB

1. BACKGROUND

Section 33 of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003) ("MFMA") requires a municipality to undertake a public participation process whenever it intends to enter into a contract that will impose financial obligations on the municipality for a period exceeding three financial years. This process includes publication of an information statement, making relevant documents available to the public, and soliciting comments from the local community, National Treasury, Provincial Treasury, and the relevant national departments.

Hessequa Municipality is a participating partner with National Treasury on the RT46-2026 transversal contract that will impose financial obligations on the municipality for a period exceeding three (3) financial years. Transversal Contract RT46-2026 is for the provision of vehicle fleet management services for a period of five (5) years, which entails contracting with Afrirent Fleet Management and Transit Solutions (Pty) Ltd and Bidvest Bank Limited as co-bidders, for the duration of the transversal contract period.

SECTION 33 PROCESS:

In terms of Section 33(1) of the MFMA, the Municipal Manager must, at least 60 days before the matter is submitted to Council for approval:

- Issue an information statement summarising the Municipality's obligations under the proposed contract and invite comments from the local community and affected persons (Section 33(1)(a)(i)).

- Solicit written views from:
  - National Treasury
  - The Provincial Treasury
  - The national department responsible for local government
  - The national department with functional responsibility for the service provided (Section 33(1)(a)(ii)).

Before approving the contract, Council must consider:
- The financial obligations for each year of the contract (Section 33(1)(b)(i)).
- The impact of these obligations on municipal revenues (Section 33(1)(b)(ii)).
- Any comments, representations or objections received from the public (Section 33(1)(b)(iii)).
- Written views and recommendations received from the relevant national and provincial departments (Section 33(1)(b)(iv)).

Council must then adopt a resolution in terms of Section 33(1)(c) of the MFMA that:
- Determines that it will have adequate budget and revenue to meet the obligations,
- Approves the contract, and
- Authorises the Municipal Manager to sign the agreement.

This information statement is issued in accordance with these statutory requirements.

2. PROPOSED SERVICE LEVEL AGREEMENT AND PROJECT BACKGROUND

Hessequa Municipality intends to utilise National Treasury Transversal Contract RT46-2026 for the provision of vehicle fleet management services to the Municipality.

AB

The following service providers were appointed under the transversal contract:

Category A: Managed Maintenance, Repairs and Accident Reporting – Afrirent Fleet Management

The services include:
- Scheduled and unscheduled maintenance of municipal fleet vehicles
- Fleet repairs
- Centralised billing to the Municipality
- Payment administration to service providers

Category B: Fuel, Oil and Toll Card Services – Transit Solutions (Pty) Ltd and Bidvest Bank Limited as co-bidders.

The services include:
- Provision of secure fuel, oil and toll cards
- Controlled procurement and payment for fuel, oil and toll transactions
- Fleet expenditure monitoring and reporting

3. REASONS FOR CONTRACT EXTENDING BEYOND THREE FINANCIAL YEARS

The contract contains financial obligations that extend beyond three financial years due to:

- The long-term operational requirements associated with the Municipality's vehicle fleet;
- The need for continuity and stability in fleet maintenance and fuel management services;
- The operational efficiencies and cost benefits associated with a transversal contract arrangement; and
- The multi-year nature of the National Treasury RT46-2026 contract period ending 31 March 2031.

4. FINANCIAL IMPLICATIONS

The financial implications arising from the proposed contract are set out in the draft contract documentation and the relevant supporting annexures. Provision for the associated expenditure will be made within the Municipality's operational budget and incorporated into the Municipality's Medium-Term Revenue and Expenditure Framework (MTREF), subject to the requisite annual budgetary approval processes.

The contract expenditure is based on an administration fee of R 39.50 (Including VAT) per vehicle per month for repair and maintenance and R 11.50 (Including VAT) per vehicle per month in administration of the payment of fuel, oil and toll fees. That the pricing will be fixed over the term of the contract with no escalations.

5. ACCESS TO INFORMATION

The following documents are available for public inspection for the duration of the public comment period:
- The draft contract;
- This Information Statement, setting out the Municipality's obligations and anticipated financial implications as required by Section 33 of the MFMA; and
- Any other relevant documents that informed the Municipality's decision-making process.

AB

These documents are accessible:

- On the Municipality's website at www.hessequa.gov.za;
- At the Supply Chain Management (SCM) Offices, Absa Building, Corner of Dickson and Church Street, Riversdale, during normal office hours;
- At all Hessequa Municipal satellite offices and public libraries during normal opening hours.

6. SUBMISSION OF COMMENTS

Members of the public and interested/affected parties are invited to submit written comments or representations by any of the following methods:

BY POST:
Supply Chain Management
Hessequa Municipality
P.O. Box 29
Riversdale
6670

BY HAND:
SCM Offices
Absa Building
Corner of Dickson & Church Street
Riversdale

BY EMAIL:
stephan@hessequa.gov.za
hpienaar@hessequa.gov.za

All comments or representations must be received on or before Wednesday, 22 July 2026 at 13:00. The Municipality reserves the right not to consider late submissions.

7. NEXT STEPS

Following closure of the public comment period, Hessequa Municipality will:

1. Consider all comments and representations received;
2. Review the written views of National Treasury, Provincial Treasury and relevant national departments;
3. Finalise a comprehensive report to Council, including recommendations regarding approval of the contract;
4. Submit the matter to Council for final decision in accordance with Section 33 of the MFMA.

Drafted and issued by:

R. BENT
MANAGER: SCM, ASSETS AND INSURANCE

HESSEQUA MUNICIPALITY - PUBLIC NOTICE

NOTICE IS HEREBY GIVEN, in terms of Section 33 of the Municipal Finance Management Act (MFMA), Act 56 of 2003, that Hessequa Municipality intends to enter into transversal contract RT46-2026 that will impose financial obligations on the Municipality for a period exceeding three (3) financial years, for the PROVISION OF VEHICLE FLEET MANAGEMENT SERVICES FOR A PERIOD OF FIVE (5) YEARS.

FURTHER NOTICE IS HEREBY GIVEN, in accordance with Section 21A of the Local Government: Municipal Systems Act, Act 32 of 2000, that:

1. The local community and all interested or affected parties are invited to submit written comments or representations regarding the proposed contract and the Municipality's intended commitments in terms thereof.
2. The following documents are available for public inspection for the duration of the commenting period:
   - The proposed contract;
   - The information statement summarising the Municipality's obligations and the anticipated financial implications of the contract as required by Section 33 of the MFMA; and
   - Any other relevant documents that informed the Municipality's decision-making process.

These documents are accessible:
- On the Municipality's official website at www.hessequa.gov.za;
- At the Supply Chain Management (SCM) Offices at the Absa Building, Corner of Dickson and Church Street, Riversdale, during normal office hours; and
- At all Hessequa Municipal satellite offices and public libraries during their normal opening hours.

Members of the public may submit comments or representations by any of the following methods:
- By post: Supply Chain Management, Hessequa Municipality, P.O. Box 29, Riversdale, 6670
- By hand delivery: SCM Offices, Corner of Dickson and Church Street, Riversdale
- By e-mail: stephan@hessequa.gov.za or hpienaar@hessequa.gov.za

Enquiries may be directed to Mr. Stephan Block at 028 713 7802, email: stephan@hessequa.gov.za or Hendrik Pienaar at 028 713 7951, email: hpienaar@hessequa.gov.za.

All comments or representations must be received on or before Friday, 12 June 2026 at 15:30. The Municipality reserves the right not to accept or consider any submissions received after the closing date.

HESSEQUA MUNISIPALITEIT – PUBLIEKE KENNISGEWING

KENNIS GESKIED HIERMEE, ingevolge Artikel 33 van die Wet op Munisipale Finansiële Bestuurs Wet, Wet 56 van 2003, dat Hessequa Municipality van voorneme is om tot transversale kontrak RT46-2026 toe te tree wat finansiële verpligtinge vir die Munisipaliteit sal meebring vir 'n tydperk wat drie (3) finansiële jare oorskry, vir die VOORSIENING VAN VLOOTBESTUURSDIENSTE VIR 'N TYDPERK VAN VYF (5) JAAR.

VERDERE KENNIS WORD HIERMEE GEGEE, ingevolge Artikel 21A van die Wet op Plaaslike Regering: Munisipale Stelsels Wet, Wet 32 van 2000, dat:

1. Die plaaslike gemeenskap en alle belanghebbende of geaffekteerde partye uitgenooi word om skriftelike kommentaar of voorstelle in te dien rakende die voorgestelde kontrak en die Munisipaliteit se voorgenome verpligtinge ingevolge daarvan.
2. Die volgende dokumente is vir die duur van die kommentaartydperk beskikbaar vir publieke inspeksie:
   - Die konsepkontrak;
   - Die inligtingsverklaring wat die Munisipaliteit se verpligtinge en die verwagte finansiële implikasies van die kontrak, soos vereis ingevolge Artikel 33 van die MFMA, uiteensit; en
   - Enige ander relevante dokumente wat die Munisipaliteit se besluitnemingsproses ingelig het.

Hierdie dokumente is beskikbaar:
- Op die Munisipaliteit se amptelike webtuiste by www.hessequa.gov.za;
- By die Voorsieningskanaalbestuur (VKB) kantore by die Absa-gebou, Hoek van Dickson- en Kerkstraat, Riversdal, gedurende normale kantoorure; en
- By al die Hessequa Munisipaliteit se satellietkantore en openbare biblioteke gedurende normale bedryfsure.

Lede van die publiek kan kommentaar of voorstelle op enige van die volgende maniere indien:
- Per pos: Voorsieningskanaalbestuur, Hessequa Munisipaliteit, Posbus 29, Riversdal, 6670
- Per hand afgelewer: SCM kantore, hoek van Dickson- en Kerkstraat, Riversdal
- Per e-pos: stephan@hessequa.gov.za of hpienaar@hessequa.gov.za

Navrae in hierdie verband kan gerig word aan Mr. Stephan Block by 028 713 7802, e-pos: stephan@hessequa.gov.za, of Hendrik Pienaar by 028 713 7951, e-pos: hpienaar@hessequa.gov.za.

Alle kommentaar of voorleggings moet ontvang word voor of op Vrydag, 12 Junie 2026 om 15:30. Die Munisipaliteit behou die reg voor om enige voorleggings wat na die sluitingsdatum ontvang word, nie te oorweeg nie.

9.13 REPORT ON MUNICIPAL INFRASTRUCTURE, SERVITUDES AND FUTURE MUNICIPAL LAND REQUIREMENTS IN THE SLANGRIVIER TRANCRAA PROCESS

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Manager: Spatial and Economic Development – Mr B Hayward

PURPOSE OF REPORT / DOEL VAN VERSLAG

That Council take note of the additional comments received from the Department of Land Reform and Rural Development (DLRRD) and its Chief Directorate the Office of the Surveyor-General regarding identifying all existing municipal infrastructure, and municipal roads inclusive of its road reserves affected by the proposed transfer of the remainder of Farm 309, Slangrivier, and recommend an approach to secure municipal interests prior to finalisation of the TRANCRAA transfer process and approve.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Council took the following decision on **25 August 2026** (Item 9.12):

"1. That Council take note of the progress on the Slangrivier Transformation Process in terms of the Transformation of Certain Rural Areas Act, 1998 (Act 94 of 1998).

2. That Council endorse the comments received from the various municipal departments regarding the resolutions submitted by the Slangrivier CPA.

3. That it be confirmed that all Soutboskampe and agricultural land situated outside the approved Urban Edge remain under the control and management of the Slangrivier CPA as contemplated in the TRANCRAA process.

4. That those portions of the Soutboskampe situated within the approved Urban Edge and identified for future public purposes, including housing, cemeteries, light industrial development and municipal services, be retained in municipal ownership and transferred to the Municipality when required for the approved land use in accordance with the Hessequa Spatial Development Framework.

5. That Bokkieskraal remain agricultural land and not be incorporated into the formal township area.

6. That all future municipal housing projects be undertaken within the approved Urban Edge of Slangrivier and in accordance with approved housing policies, programmes and funding requirements.

7. That services and infrastructure associated with formal erven created by the Slangrivier CPA outside approved municipal housing projects be the responsibility of the Slangrivier CPA.

8. That existing cemeteries within the Urban Edge remain municipal facilities and that existing cemetery areas be expanded into adjacent Soutboskampe where required before any new cemetery sites are considered.

9. That consideration be given during future planning processes to the inclusion of Portion L15A within the Urban Edge for future cemetery purposes should the need arise.

10. *That the existing Slangrivier sports grounds remain under municipal ownership and management and that the area be surveyed, demarcated and excluded from any transfer to the Slangrivier CPA.*
11. *That all municipal infrastructure, including but not limited to sewer infrastructure, roads, water infrastructure, sports facilities, boreholes, cemeteries and associated municipal services infrastructure, be clearly identified, demarcated and excluded from any transfer to the Slangrivier CPA, alternatively that appropriate servitudes be registered where required.*
12. *That approved layout plans and infrastructure information be provided to the Department of Land Reform and Rural Development as required for the transfer process.*
13. *That the Slangrivier CPA be informed that Council cannot commit funding towards the repair, replacement or maintenance of fencing on agricultural land earmarked for transfer, as the property is being transferred voetstoots and such expenditure has not been budgeted for by the Municipality.*
14. *That the Slangrivier CPA be informed that the Municipality has no alternative office accommodation available and that the previous Council offer relating to the Old Council Hall on Erf 3888 remains available, subject to a market-related rental and the CPA being responsible for all operational costs, municipal services and any refurbishment required at its own cost.*
15. *That the Johnique Johannes Nature Park remain under the ownership and management of the Slangrivier CPA and that Council accept no responsibility for maintenance, rehabilitation or operational costs associated with the facility.*
16. *That the Department of Technical Services confirm the registration status of all municipal boreholes with the Department of Water and Sanitation and provide a schedule of municipal infrastructure affected by the proposed transfer.*
17. *That the Slangrivier CPA and the Department of Land Reform and Rural Development be informed accordingly."*

A letter was sent to the Department of Land Reform and Rural Development on 28 August 2026 informing them of the Hessequa Council's decision.

Following the submission of the municipal comments on the resolutions of the Slangrivier CPA, the Department of Land Reform and Rural Development engaged further with the Office of the Surveyor-General regarding the proposed transfer of the remaining extent of Farm 309, Slangrivier.

The Office of the Surveyor-General requested additional clarity relating to existing municipal infrastructure, road ownership and access rights. During these engagements, updated spatial information and infrastructure plans were provided by the Municipality and assessed by DLRRD (see Annexure A and Annexure B).

The updated plans identify several categories of infrastructure requiring protection and continued municipal control, including:

- Existing municipal roads;

- Provincial roads;
- Water supply pipelines;
- Sewer gravity pipelines;
- Sewer rising mains;
- Pump stations;
- Wastewater Treatment Works (WWTW);
- Existing cemeteries;
- Future cemetery expansion areas;
- Existing water reservoirs;
- Future water reservoir expansion areas;
- Existing landfill facilities;
- Future landfill expansion areas;
- Sports ground facilities; and
- Various access routes required to service municipal infrastructure.

The **Portfolio Committee** took the following decision on **16 September 2026** (Item 5.2.2):

"1. That the Committee take note of the additional comments received from the Department of Land Reform and Rural Development regarding municipal infrastructure and future municipal expansion requirements.

2. That it be confirmed that all existing municipal infrastructure situated on the remainder of Farm 309, Slangrivier, be identified, surveyed and protected before finalisation of the TRANCRAA transfer process.

3. That future municipal expansion areas, including cemetery extensions, water reservoir extensions, landfill site extensions and other strategic municipal service areas, be secured in favour of the Municipality.

4. That all municipal roads, access routes and infrastructure corridors be protected by road servitudes or right-of-way servitudes in favour of the Municipality.

5. That all municipal water pipelines, sewer pipelines, rising mains and related infrastructure be protected by servitudes in favour of the Municipality.

6. That the Municipality engage with the Department of Land Reform and Rural Development and the Office of the Surveyor-General to determine which municipal facilities should be excluded through subdivision and which facilities may be protected through servitude registration.

7. That the sports grounds, cemeteries, landfill facility, reservoirs, wastewater treatment works, pump stations, municipal roads and other strategic municipal infrastructure be considered for exclusion from transfer to the Slangrivier CPA where necessary to ensure long-term municipal control and service delivery.

8. That the Municipality be authorised to assist with all necessary Land Use Planning By-Law applications for the subdivisions and servitudes, if required.

9. *That the Director: Technical Services to provide a schedule of all municipal infrastructure and proposed future expansion areas forming part of the Slangrivier TRANCRAA process before end of October 2026.*
10. *That the Committee note that potable water services to the Slangrivier area are currently supplied by the Overberg Water Board and that all existing water supply infrastructure and associated servitude requirements be verified and protected as part of the land transfer process.*
11. *That the Department of Land Reform and Rural Development and the Slangrivier CPA be informed accordingly.*
12. *That the item be submitted to Council for approval."*

Future Municipal Expansion Areas

The Office of the Surveyor-General noted that the Municipality has identified future or imminent expansion requirements for some municipal facilities which must be considered and communicated with CPA before finalisation of any transfer.

These include:

- Cemetery expansion areas;
- Water reservoir expansion areas;
- Landfill site expansion areas; and
- Other municipal service infrastructure requirements identified in municipal planning processes.

The Municipality must therefore ensure that these future expansion areas are either:

1. Excluded from the land transfer through subdivision and retained for municipal ownership; or
2. Protected through appropriate legal mechanisms agreed to by all parties.

Failure to secure these areas may significantly constrain future municipal service delivery and infrastructure expansion within Slangrivier.

Municipal Infrastructure

The original Council resolution of 30 April 2025 specifically excluded the municipal Wastewater Treatment Works from the proposed transfer. Subsequent investigations have however revealed that several additional municipal assets are located on the affected land and require similar protection.

The updated plans supplied to DLRRD indicate the presence of additional municipal infrastructure including water services infrastructure, cemeteries, landfill facilities, sports facilities, pump stations and municipal roads. These facilities provide essential services to the broader Slangrivier community and must remain accessible for operation, maintenance and future upgrading.

Additional Information Received from the Municipality

Following the request by the Department of Land Reform and Rural Development (DLRRD) and the Office of the Surveyor-General for confirmation of municipal infrastructure and future municipal service requirements, the Director: Technical Services supplied additional information regarding municipal infrastructure within the affected area.

The information provided confirms the following:

1. Existing municipal infrastructure and proposed future municipal service infrastructure for both the Technical Services and Community Services Directorates have been identified and are reflected on the updated plans submitted to DLRRD.
2. Potable water supplied to the Slangrivier community is currently provided by the Overberg Water Board, whilst information relating to the municipal sewer infrastructure had already been submitted to DLRRD as part of the transfer investigation process.
3. Existing cemetery facilities and proposed cemetery expansion areas correspond with those reflected on the updated infrastructure plans submitted to the Surveyor-General's Office.
4. Information relating to the municipal and provincial road network was being compiled separately and subsequently provided to DLRRD to assist in determining road ownership, access requirements and the possible registration of servitudes where required.
5. DLRRD further confirmed that the Office of the Surveyor-General will assist with the preparation and updating of the cadastral and infrastructure maps required for the TRANCRAA transfer process. The Municipality is however required to provide the supporting information necessary to enable this process, including Council resolutions, available infrastructure records, GIS shapefiles and other spatial datasets. DLRRD indicated that previous maps prepared by the Office of the Surveyor-General had already been provided to the Municipality for reference.
6. It was further noted by the Municipality that not all municipal sewer infrastructure may currently be reflected with sufficient accuracy on the available mapping. Where required, additional survey investigations may be necessary to verify and capture the location of municipal services and infrastructure to ensure that all facilities requiring protection through servitudes, subdivision or other legal mechanisms are accurately identified prior to finalisation of the land transfer process.

The confirmation received from Technical Services provides additional certainty regarding the location and extent of existing municipal services and reinforces the necessity that all municipal infrastructure, future service expansions and strategic community facilities be appropriately secured before the transfer of land to the Slangrivier CPA is finalised. This includes infrastructure falling under both Technical Services and Community Services such as cemeteries, sports facilities, sewer infrastructure, water infrastructure, solid waste facilities, roads and associated service corridors.

Road Network and Access Rights

It has further been confirmed that ownership of the road network within the study area has been clarified through information supplied by the Municipality.

The Office of the Surveyor-General has identified certain municipal roads located outside formal township boundaries or municipal ownership areas. These roads may require the registration of road servitudes or right-of-way servitudes to secure continued municipal access and maintenance rights.

The updated infrastructure plan also identifies proposed right-of-way servitudes that may be required to accommodate municipal access to infrastructure and public facilities.

Water and Sewer Infrastructure Servitudes

During discussions between DLRRD and the Surveyor-General's Office it was further noted that several municipal pipeline routes are not protected by registered servitudes.

In order to safeguard municipal assets and ensure future maintenance access, the registration of servitudes over:

- Water supply pipelines;
- Sewer gravity mains;
- Sewer rising mains; and
- Related municipal infrastructure corridors

must be investigated and implemented where appropriate before transfer is finalised.

The accurate delineation of these pipeline routes may require verification through available GIS information, municipal records, shapefiles and, where necessary, additional survey work to confirm the location of municipal services.

Subdivision Diagrams

DLRRD has indicated that subdivision diagrams may represent the preferred mechanism for securing specific portions of land occupied by municipal infrastructure where servitudes are not considered sufficient.

This approach may be particularly relevant for:

- Sports facilities;
- Cemeteries;
- Landfill facilities;
- Reservoir sites;
- Pump stations;
- Wastewater infrastructure; and
- Other strategic municipal facilities requiring exclusive control.

Therefore it has to be determined which municipal assets should be protected through subdivision and which assets can adequately be protected through servitude registration.

FINANCIAL IMPLICATIONS

The registration of servitudes, preparation of subdivision diagrams, cadastral surveys and conveyancing processes may have financial implications. In accordance with previous Council resolutions, these costs are for the Department of Land Reform and Rural Development as part of the TRANCRAA transfer process.

LEGAL IMPLICATIONS

Failure to secure municipal infrastructure, expansion areas and access rights may prejudice the Municipality's ability to provide services and maintain infrastructure in future. Appropriate legal mechanisms must therefore be implemented before any transfer is registered.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

The recommendations are supported.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

Noted.

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted and the recommendations are supported.

COMMENTS: HEAD STRATEGIC SERVICES / KOMMENTAAR: HOOF STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

Manager: Property Management – Mr A Kleynhans

The recommendations are supported.

Manager: Civil Planning and Project Management – Ms S Kennedy

The content of the report is noted, it should further be noted that the comments from the Manager Civil Planning & Project Management is the same as the comments from the Technical Director as indicated in the item. That the Sport Ground be managed by the Municipality.

RECOMMENDATION / AANBEVELING

1. That Council take note of the additional comments received from the Department of Land Reform and Rural Development regarding municipal infrastructure and future municipal expansion requirements.
2. That it be confirmed that all existing municipal infrastructure situated on the remainder of Farm 309, Slangrivier, be identified, surveyed and protected before finalisation of the TRANCRAA transfer process.
3. That future municipal expansion areas, including cemetery extensions, water reservoir extensions, landfill site extensions and other strategic municipal service areas, be secured in favour of the Municipality.
4. That all municipal roads, access routes and infrastructure corridors be protected by road servitudes or right-of-way servitudes in favour of the Municipality.
5. That all municipal water pipelines, sewer pipelines, rising mains and related infrastructure be protected by servitudes in favour of the Municipality.
6. That the Municipality engage with the Department of Land Reform and Rural Development and the Office of the Surveyor-General to determine which municipal facilities should be excluded through subdivision and which facilities may be protected through servitude registration.
7. That the sports grounds, cemeteries, landfill facility, reservoirs, wastewater treatment works, pump stations, municipal roads and other strategic municipal infrastructure be considered for exclusion from transfer to the Slangrivier CPA where necessary to ensure long-term municipal control and service delivery.
8. That the Municipality be authorised to assist with all necessary Land Use Planning By-Law applications for the subdivisions and servitudes, if required.

9. That the Director: Technical Services to provide a schedule of all municipal infrastructure and proposed future expansion areas forming part of the Slangrivier TRANCRAA process before end of October 2026.
10. That Council note that potable water services to the Slangrivier area are currently supplied by the Overberg Water Board and that all existing water supply infrastructure and associated servitude requirements be verified and protected as part of the land transfer process.
11. That the Department of Land Reform and Rural Development and the Slangrivier CPA be informed accordingly.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr Hendrik Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: Slangrivier Existing Infrastructure and Proposed Extension

Annexure B: Slangrivier Existing Infrastructure and Proposed Extension Map 2

REMAINDER FARM HOTTENTOT NO 309 SWELLENDAM
EXISTING MUNICIPAL INFRASTRUCTURE
AND PROPOSED EXTENSION
LEGEND

REMAINDER FARM HOTTENTOT NO 309 SWELLENDAM
EXISTING MUNICIPAL INFRASTRUCTURE
AND PROPOSED EXTENSION
LEGEND
Stanglaan Municipal Roads
Provincial Roads Stanglaan
Water Infra_Water Supply Pipeline
Sewer Infra_Sewer Gravity Pipeline
Sewer Infra_Sewer Rising Main Pipeline
Sewer Infra_Sewer Pumpstations
REM FARM 309
Land Subdivided from Rem Farm 309
Neighbouring farms
Community Facility_Cemeteries Extension
Community Facilities_Cemeteries
Water Reservoir_Extension of Area
Water Reservoir_Existing
Solid Waste_Landfill Site_Extension
Solid Waste_Landfill Site_Existing
Sport General Facility
Sewer Infra_WWTW_Existing
Proposed Right of Way Servitude

9.14 LAND REFORM PROCESS INITIATED BY THE NATIONAL DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT ON PORTION 2 OF THE FARM SCHOONGELEË NO. 282 AND ON FARM SOEBATTERSVLAKTE NO.611

File number / Verwysingsnommer: 15/R

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Director: Development Planning – Mr HS Visser and Manager: Spatial and Economic Development – Mr B Hayward

PURPOSE OF REPORT / DOEL VAN VERSLAG

For Council to take note of all the Ward Committees decisions on the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

The Hessequa **Council** resolved as follows on **26 March 2026** (Item 9.18):

"1. That Council take note of the request by the Department of Land Reform and Rural Development (DLRRD) for access to the municipal farmer database and for collaboration in the verification of active farmers and animal numbers within the Hessequa municipal area.

2. That Council approve that a public meeting be held with all the small scale farmers of Hessequa Municipal Area by DLRRD informing them of the process and the purpose of developing the scientific Settlement Plan.

3. That Council approve the DLRRD complete the verification process of all active farmers and animal numbers.

4. That Council approve that all information to be released comply with the Protection of Personal Information Act, Act 4 of 2013 (POPIA), and that only information required for the Settlement Plan be shared.

5. That Council approve that the results of the verification process be formally reported back to the Committee and Council.

6. That Council approve that Council do not prioritise which Hessequa small scale farmers/groups or co-op's will benefit from the verification process.

7. That Council take note of the small scale farmers from Mossel Bay Municipal Area that will be accomodated on Schoongeleë and Soebatters Vlakte Farms."

The above decision was communicated via a formal letter to the Director: District Shared Service Centre (Central Karoo and Garden Route) of the National Department of Land Reform and Rural Development (DLRRD). On the 10th of April 2026, an email was received from a representative of DLRRD, Me. Lourette Brown, stating that Dr Mbekeni's office, the business unit manager responsible for strategic acquisition and allocation, will inform feedback to the request of the municipality's letter. At the time of writing this report, no feedback had yet been received regarding a meeting.

Subsequently an invite was sent to the Western Cape Department of Agriculture to attend to a meeting with representatives from the agricultural community to inform them of the Agricultural assessment that was done for the two farms. This meeting took place on Tuesday, 14 April 2026, at the Hessequa Council Chambers upon a request from the Minister of Agriculture Western Cape to his Department, resulting from a letter that was sent to the Minister's office by the Community Policing Forum (Allison Bryant) in Stilbaai.

Several roleplayers and organisations within the Hessequa area have expressed their displeasure in the process that was followed by DLRRRD to accommodate emerging farmers on the mentioned properties. These organisations and roleplayers are:

1. Community Police Forum: Stilbaai and Riversdale
2. Goukou Plaaswag
3. Stilbaai Business Forum
4. Riversdale Business Chamber
5. Jongensfontein Residents Organisation
6. Duineveld Coastal Association
7. Saamstaan Agricultural Society
8. Stilbaai Community Forum

Their main points of concern are summarised as follows:

1. Public participation processes that were followed
2. Land Use and Environmental Compliance
3. Agriculture and Infrastructure Risk
4. Animal Health
5. Infrastructure
6. Essential services 15km Riversdale and Stilbaai 25km
   - 6.1 Sanitation
   - 6.2 Schools
   - 6.3 Healthcare
7. Economic Safety Precedents

At the meeting with the Western Cape Department of Agriculture, some of the abovementioned agricultural related issues were discussed. Importantly, reference was also made to the Farm Assessment Report, compiled by the WC Department of Agriculture. Serious concerns were raised by the stakeholders present with regards to this Assessment Report. Their main concern was the obvious absence of the recommendations that the farm assessment report had proposed. Following the outcome of the meeting of the 14th of April, a unanimous decision was taken by the stakeholders present to submit a joint letter to the DLRRD to clearly express their dissatisfaction and their expected actions regarding the process. The Minutes of the meeting is attached as Annexure A.

SPECIAL COUNCIL MEETING

The Hessequa **Council** took the following decision on **17 April 2026** (Item 6.1):

"1. That Council approve that the decision taken by the Municipal Council on 26 March 2026 was executed in that a public meeting was requested from the Department of Land Reform and Rural Development (DLRRD) regarding the land reform process being followed on Portion 2 of the Farm Schoongeleë No. 282 and Soebattersvlakte No. 611 and that no confirmation of such meeting was received.

2. That Council approve that as a result of no confirmation having been received from the DLRRD, a meeting with the various roleplayers and organisations within the Hessequa area were held on 14 April 2026 where the following was expressed:

a. dissatisfaction and concern regarding the process that was followed with regards to this specific land reform project; and

b. serious concern about the complete absence of the recommendations that were made by Western Cape Agriculture's Farm Assessment Report of October 2024.

3. That Council approve that a formal dispute be declared in terms of section 41 of the Intergovernmental Relations Framework Act.

4. That Council strongly objects to the relocation of emerging farmers from a neighbouring municipality.

5. That a formal external legal opinion be obtained regarding the potential risk the land reform process, should it be implemented, holds for the Hessequa area."

A letter was sent to the Department of Land Reform and Rural Development (DLRRD) and the Department of Agriculture on 22 April 2026 by the Municipal Manager's Office. In accordance with Section 41(2) of the Intergovernmental Relations Framework Act, 2005 (Act No. 13 of 2005), the DLRRD was requested to provide Hessequa Municipality with a suitable date to convene a meeting in an attempt to resolve the dispute.

The issues in dispute include the following:

i) The disregard of the recommendations contained in the Farm Assessment Report dated 3 October 2024 from the Department of Agriculture;

ii) That the farms cannot be utilized for the intended use;

iii) Failure to provide minutes of the meeting held on 28 January 2026; and

iv) The lack of transparent engagement.

WARD COMMITTEES' RECOMMENDATIONS

A report was submitted to **all Ward Committees** on **23 June 2026**.

Ward 1 Ward Committee took the following decision:

"1. That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District.

2. *That the Ward Committee note that further formal clarity is still required to enable informed participation and responsible assessment.*
3. *That the Ward Committee suggest that structured engagement with organised community and interest group structures be supported within the further process.*
4. *That the Ward Committee insist that local smallholder farmers must receive first preference with such processes.*
5. *That the Ward Committee insist that there must be ongoing communication with the community regarding the developments."*

Ward 2 Ward Committee took the following decision:

"That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District and that local farmers in Hessequa receive preference."

Ward 3 Ward Committee took the following decision:

"1. That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District.

2. *That the Ward Committee take note of the report but further note that additional clarity is still required regarding the intended use, scale, and implementation framework, infrastructure and service delivery impacts, institutional roles, and the further process; and that strictured engagement with organised community and stakeholder structures be incorporated into the further process.*
3. *That the Ward Committee wishes to express its sincere appreciation to Hessequa Municipality for its opposition to the proposed rural development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte. We further wish to place on record our full support for the Municipality's position and respectfully request that this opposition be maintained as firmly as possible in the best interests of the community and the surrounding rural environment."*

Ward 4 Ward Committee took the following decision:

"That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District."

Ward 5 Ward Committee took the following decision:

No quorum.

Ward 6 Ward Committee took the following decision:

"That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District."

Ward 7 Ward Committee took the following decision:

"That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District."

Ward 8 Ward Committee took the following decision:

"1. That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District.

2. That the Ward Committee is disappointed that they are only now being informed about the National Department of Land Reform process."

Ward 9 Ward Committee took the following decision:

"That the Ward Committee take note of the land reform process that was followed by the National Department of Land Reform and Rural Development on Portion 2 of the Farm Schoongeleë No. 282 and on Farm Soebattersvlakte No. 611 in the Riversdale District."

The **Portfolio Committee** took the following decision on **16 September 2026** (Item 5.2.1):

"1. That the Committee take note of the land reform process followed by the National Department of Land Reform and Rural Development on Portion 2 of Farm Schoongeleë No. 282 and Farm Soebattersvlakte No. 611 in the Riversdale District.

2. That the Committee take note of the correspondence dated 31 August 2026 received from the Schoongeleë and Soebatters Interest Group, together with the concerns and requests contained therein regarding the status of the intergovernmental dispute and the need for continued stakeholder communication and engagement.

3. That the Committee further take note of the recommendations and concerns raised by the Ward Committees, including:

3.1 the need for additional clarity regarding the intended use, scale and implementation framework of the project;

3.2 the potential infrastructure and service delivery implications;

3.3 the importance of structured engagement with organised community, agricultural and stakeholder groups;

3.4 the need for ongoing communication with affected communities; and

3.5 the recommendation that local small emerging farmers within the Hessequa Municipal area be afforded due consideration in any future beneficiary allocation process.

4. That Committee take note that, subsequent to the declaration of a formal intergovernmental dispute on 17 April 2026, no formal engagement or dispute-resolution meeting has yet been convened by the Department of Land Reform and Rural Development, notwithstanding the Municipality's written requests and follow-up correspondence.

5. *That the Committee reaffirm its position regarding the concerns previously raised in relation to the land reform process on Portion 2 of Farm Schoongeleë No. 282 and Farm Soebattersvlakte No. 611.*
6. *That the Committee recommend that the unresolved intergovernmental dispute be referred to the Minister responsible for Land Reform and Rural Development in terms of Section 42(3) of the Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005), with a request that a formal dispute-resolution meeting be convened between the parties.*
7. *That the Municipal Manager be authorised to implement Council's decision and communicate the outcome to the relevant stakeholders and organs of state.*
8. *That the item be submitted to Council for approval."*

FOLLOW UP ELECTRONIC MAIL

The following electronic mail was sent to DLRRD on 14 July 2026:

"Dr Mbekeni,

I trust you are well.

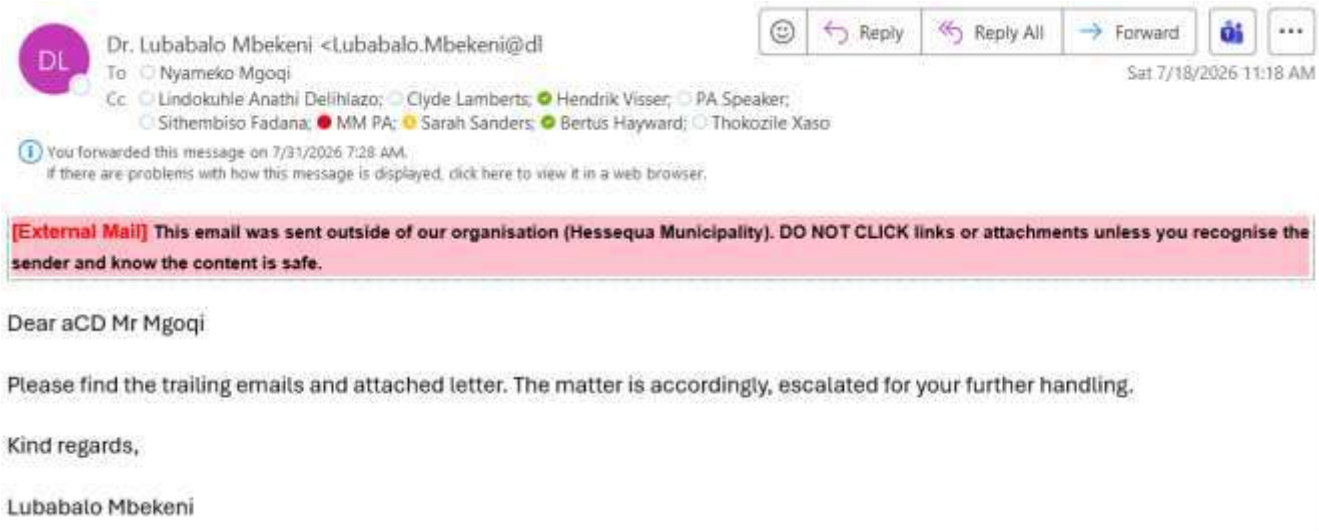
In the absence of Ms Brown, and noting that Mr Fadana may currently be acting in her position, I would like to respectfully follow up on the attached correspondence regarding the land reform process on the Schoongeleë and Soebattersvlakte farms within the Hessequa Municipal Area.

Could you kindly provide an update on any progress made in relation to the dispute declared in terms of the Intergovernmental Relations Framework Act, as well as the proposed public engagement meeting within the Hessequa Municipal Area?

We would appreciate any information regarding the current status of these matters and any anticipated next steps.

Thank you for your assistance, and I look forward to your response."

With the following response received on 18 July 2026 from Dr Lubabalo Mbekeni:


Dr. Lubabalo Mbekeni <Lubabalo.Mbekeni@dl
To Nyameko Mgoqi
Cc Lindokuhle Anathi Delihlazo; Clyde Lamberts; Hendrik Visser; PA Speaker; Sithembiso Fadana; MM PA; Sarah Sanders; Bertus Hayward; Thokozile Xaso
Reply Reply All Forward
Sat 7/18/2026 11:18 AM
You forwarded this message on 7/31/2026 7:28 AM.
If there are problems with how this message is displayed, click here to view it in a web browser.

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear aCD Mr Mgoqi

Please find the trailing emails and attached letter. The matter is accordingly, escalated for your further handling.

Kind regards,

Lubabalo Mbekeni

DISCUSSION

Since Council declared a formal dispute in terms of Section 41 of the Intergovernmental Relations Framework Act on 17 April 2026, the Municipality communicated the Council resolution to the Department of Land Reform and Rural Development (DLRRD) and requested a meeting to resolve the dispute. Despite this request, no date for such engagement has been provided. A follow-up electronic mail was sent to DLRRD on 14 July 2026 requesting feedback on the status of the dispute and proposed public participation process. On 18 July 2026, Dr Lubabalo Mbekeni advised that the matter had been escalated for further handling. At the time of compiling this report, no further feedback or engagement had been received from DLRRD, and the dispute remains unresolved. The matter is therefore referred back to Council for consideration and direction regarding the Municipality's future approach.

In view of the fact that the Municipality declared a formal intergovernmental dispute on 17 April 2026 and subsequently requested the Department of Land Reform and Rural Development to convene a dispute-resolution meeting, but no such meeting has been arranged despite follow-up correspondence, consideration should be given to invoke the provisions of Section 42(3) of the Intergovernmental Relations Framework Act, 2005 (Act 13 of 2005). In terms of this provision, where the parties fail to convene a meeting as contemplated in Section 42(1), the responsible Minister may convene the meeting to facilitate the resolution of the dispute.

On 31 August 2026, the Schoongeleë and Soebatters Interest Group, represented by Mr Reynier van Rooyen on behalf of twelve affected community and business organisations, submitted a formal letter (see Annexure B) to the Municipality expressing concern regarding the continued lack of progress in resolving the intergovernmental dispute between Hessequa Municipality and the Department of Land Reform and Rural Development (DLRRD). The Interest Group noted that, despite Council's declaration of a formal dispute on 17 April 2026, no dispute-resolution meeting has yet been convened and no substantive feedback has been received from DLRRD. Concerns were raised regarding the absence of communication, uncertainty surrounding the status of the dispute, and the resulting risks to local infrastructure, the R305 route, and the socio-economic stability of the Riversdale and Stilbaai areas. The Interest Group further requested that Council consider possible escalation mechanisms should the dispute remain unresolved, including referral to higher spheres of government and the exploration of appropriate legal remedies. The group also emphasized the importance of ongoing transparency and access to information for affected stakeholders and reaffirmed its support for the Municipality's efforts to uphold local planning requirements and protect the interests of Hessequa communities.

EXECUTIVE MAYORAL COMMITTEE

The item is tabled at the **Executive Mayoral Committee** meeting of **29 September 2026** and feedback will be given at the Council meeting on the same day.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Noted.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

The content of the report is noted.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

The content of the report is noted.

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

The content of the report is noted.

COMMENTS: HEAD STRATEGIC SERVICES / KOMMENTAAR: HOOF STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. That Council take note of the land reform process followed by the National Department of Land Reform and Rural Development on Portion 2 of Farm Schoongeleë No. 282 and Farm Soebattersvlakte No. 611 in the Riversdale District.
2. That Council take note of the correspondence dated 31 August 2026 received from the Schoongeleë and Soebatters Interest Group, together with the concerns and requests contained therein regarding the status of the intergovernmental dispute and the need for continued stakeholder communication and engagement.
3. That Council further take note of the recommendations and concerns raised by the Ward Committees, including:
   - 3.1 the need for additional clarity regarding the intended use, scale and implementation framework of the project;
   - 3.2 the potential infrastructure and service delivery implications;
   - 3.3 the importance of structured engagement with organised community, agricultural and stakeholder groups;

3.4 the need for ongoing communication with affected communities; and

3.5 the recommendation that local small emerging farmers within the Hessequa Municipal area be afforded due consideration in any future beneficiary allocation process.

4. That Council take note that, subsequent to the declaration of a formal intergovernmental dispute on 17 April 2026, a formal engagement or dispute-resolution meeting was convened by the Department of Land Reform and Rural Development on 23 September 2026 where it was resolved that a further meeting be convened between Hessequa Municipality, the Department of Land Reform and Rural Development and the Department of Agriculture to address the issues in dispute.

5. That Council take note that the Department of Land Reform and Rural Development gave an undertaking that no occupation on Portion 2 of Farm Schoongeleë No. 282 and Farm Soebattersvlakte No. 611 in the Riversdale District will take place until such time that the intergovernmental dispute process has been finalised.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Director: Development Planning – Mr Hendrik Visser

ATTACHMENTS / STAWENDE DOKUMENTE

Annexure A: Minutes of Meeting of 14 April 2026

Annexure B: Schoongeleë and Soebatters Interest Group Letter dated 31 August 2026

HESSEQUA Local Municipality

Western Cape Government FOR YOU

MEETING MINUTES

Subject: Schoongelee Farm Meeting

Date: 14 April 2026

Time: 09:00

Venue: Hessequa Municipality Council Chambers

Chairperson: Executive Mayor Grant Riddles

Attendees: Attendance register is attached

1. INTRODUCTION
• The Chairperson welcomed all attendees and outlined the purpose of the meeting to discuss the way forward for the Schoongelee Farm situated near Still Bay.
2. LETTER TO MEC OF AGRICULTURE
• A dispute letter was submitted by Still Bay Community Policing Forum to the Western Cape MEC of Agriculture regarding a potential relocation of 62 farmers from Mossel Bay to occupy Schoongelee farmland near Still Bay. Department of Agriculture (DOA) gave a brief background on how The Department of Land Reform and Rural Development (DLRRD) encountered issues with farmers in Mossel Bay who occupied private land illegally for farming purposes with hundreds of pigs and cattle. A legal battle ensued due to the illegal occupation on private land which subsequently led to DLRRD identifying alternative land for the farmers to occupy. Schoongelee farm was identified as a potential option and subsequently an assessment was done by DOA to determine the viability of the land. DOA did a report which indicated that the farm could be used for dryland farming and that only one emerging farmer could be potentially identified to use the land as a business. No piggery or cattle farming was supported for occupation in the assessment. Public consultation would also be needed to identify if the surrounding community would be comfortable with the possible occupation of land. The report was submitted to DLRRD for inputs, but no feedback was given to DOA. Amid this DLRRD proceeded to buy the land with plans to relocate the farmers in Mossel Bay. In terms of intergovernmental relations, the municipality was never consulted regarding developments in terms of the acquisition. Any legal matters would have to be discussed internally by DOA but it is noted that due diligence was not followed before the farm was bought.
2.1. Number of Farmers Relocated
• Attendees noted that public participation processes were not followed by DLRRD as mandated by the constitution. There is a potential risk for the local community in terms of basic services that would be required to house potential families of the Mossel Bay farmers. The farmers would likely have to bring their families to the new location, meaning there is potential for a new informal settlement to exist which poses multiple risks.

2.2. Infrastructure Risk

- Farmers in Mossel Bay likely have other streams of income in their local area as many of them are part-time farmers. If the farmers were to relocate to Schoongelee farm, the only income stream would be from farming which would pose higher risk for the farmers and the surrounding communities if the programme failed to be successful. Healthcare, schooling and sanitation infrastructure would have to be built to accommodate the families of the relocated farmers. Immediate areas around the Schoongelee farm have no access to any services as it currently stands.

2.3. Compliance with Spatial Planning and Land Use Act

- The current zoning scheme in the Hessequa area would not allow 62 farmers to occupy the land in its current state. No application for consent use or rezoning was submitted to the Planning department in relation to the Schoongelee farm. DOA also noted that subdivision of land would not be allowed which was part of the assessment report that was submitted. An item was submitted to council regarding the Schoongelee farm and it was recommended that a public participation process needed to be followed with involvement from the community as part of the planning for consultation. A letter was sent to DLRRD regarding the outcomes and feedback was given by the department that they would follow up with the community, however no evidence of a meeting being scheduled has materialized.

3. AGRICULTURAL RISKS

3.1. Past programmes

- A similar project was initiated in Albertinia where emerging farmers could not sustain their operations due to lack of working capital and mentorship. There is potential risk of crime in the area if the land does not yield income for the farmers. Policing in the area would be a growing concern due to the location of the farm in question. It is necessary for proactive steps that need to be followed to pause the intended relocation by DLRRD until issues can be resolved. An integrated approach is necessary to deal with the problem at hand.

3.2. Health of Relocated Animals

- A question was also raised on potential diseases from animals that would be brought over from another area. Hessequa area is free of foot and mouth disease, so an influx of unidentified animals would create the potential for an outbreak. Contingency plans such as quarantine protocols would need to be implemented to mitigate the risks for other farmers and animals in the area.

4. POSSIBLE WAYS FORWARD

- Options were explored for legal steps that might be taken to pause or halt proceedings of the farm allocation. Litigation should be regarded as a last resort due to its complexity. However, the decision to allocate the farmland in question for the establishment of several pig farming operations from Mossel Bay appears irrational and may be subject to legal review if alternative dispute resolution mechanisms prove unsuccessful. Hessequa Council will make a final decision on proceedings before any press releases are issued. Dispute letters in relation to the Schoongelee farm were submitted to the development planning department. The disputes will be included in an item for submission to council.

5. NEXT STEPS

- Submission of item to council for further action
- Submission of dispute to Department of Agriculture for ministerial intervention
- Possible intergovernmental dispute resolution

The Chairperson expressed thanks for the attendees and concluded the meeting at 11:15

End of Minutes

ATTENDANCE REGISTER

SCHOONGELEE FARM MEETING

HESSEQUA Local Municipality

HESSEQUA Local Municipality

No.	Name & Surname	Organisation	E-mail Address	Contact Details	Time	Date	Signature
1	Johannes Hartnick	RAL	jhartnick60@gmail.com	0735331095		14/04/2026	
2	Allison Bryant	Stilbaai CPF / Stilbaai Plaasweg	abryanteemweb.co.za	0826817091		14/03/2026	
3	Joe Marie Heunis	Riversdal GPF	jenarieheunis@gmail	0833025392		14/04/2026	
4	Jurg Streicher	Agri Weskaap	jurgstreicher1954@gmail.com	0724309237		"	
5	Marius de Beer	Gouriqua Plaasweg	mdebeer@swdconnect.co.za	0720583776		"	
6	Gavin Strawbridge	VF Plus	gastrawbridge@gmail.com	0636546575		14/4/2026	
7	Wade Adams	HM	wade@hessequa.gov.za	028 713 7129		14/04/26	
8	Betsie v. Noordwyk	HM-CCL	betsievn@hessequa.gov.za	0720159671		14/04/26	
9	Raymond Roos	Riversdal Sakeleme	riversdal@moderomotors.co.za	0824621368			
10	Ambrose Uys	SBF	uysandre68@gmail.com	0823880038		14/04/26	
11	Rachel Wall	SBF	stilbaiscdo@gmail.com	0824508515		14/04/26	
12	Pieter Burger	SCF	pburger@passink.co.za	0827714430		14/04/26	
13	Ian Uelderman	Heuningvlei EF	alphaplanstilbaai@yahoo.com	0832925473		14/04/26	
14	Clyde Laubaats	WCDoA	clyde.laubaats@westerncape.gov.za	0812524324		14/4/2026	
15	Thabisa Bans	WCDoA	Thabisa.Bans@westerncape.gov.za	0448033783		14/04/2026	
16	Ronwyn Julies	WCDoA	ronwyn.julies@westernscape.gov.za	0448033781	09:10	14.04.2026	
17	H Visser	Hessequa Mun.	hendrik@hessequa.gov.za	028 713 8017	9:10	14/04/2026	

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18	Renee Davids	Hessequa Ward 1	renee@hessequa.gov.za	0810726287	9:00	14.04.2026	
19	HENDRIK SAAYMAN	HESSEQUA. WARD2	hendrikjs@hessequa.gov.za	0821606362.	9H00	14/04/2026	
20	IJ van Mazure	JIV	ijvdm@law.co.za	0832280102	09h	14/04/2026	
21	MC van Berg	Speaker	speaker@hessequa.gov.za	0723745200	09:10	14/04/26	
22	GRANT RIBBINES	MAYOR	GRANT.HESSEQUA@GMAIL.COM	0739220711		14/04/26	
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AAN: Mnr. H. Visser
Direkteur: Beplanning en Omgewingsake, Hessequa Munisipaliteit
VANAF: Mnr. Reynier van Rooyen, Sameroeper: Schoongeleë & Soebatters Belangegroep
DATUM: 31 Augustus 2026
INSAKKE: Dringende kommer rakende die status van die interregeringsdispuut: Plase Schoongeleë (No. 282/2) en Soebatters Vlakte (No. 611/0)

Beste Mnr. Visser,

Baie dankie vir u skrywe en die naderende terugvoer dat hierdie aangeleentheid in September 2026 weer voor die Raad sal dien. As Belangegroep, wat bestaan uit die 12 voorsitters van verskeie geaffekteerde gemeenskaps- en sakeorganisasies in die Hessequa-streek, verwelkom ons die geleentheid vir deursigtigheid.

Ons moet egter ons diepe besorgdheid uitspreek oor die inligtingsvakuum en die oënskynlike gebrek aan vordering sedert die Raad die formele dispuut op 17 April 2026 verklaar het.

Volgens ons inligting, wat onder meer spruit uit skakeling met die Speaker, mnr. Tinus van den Berg, het die twee partye (Hessequa Munisipaliteit en die Departement van Landelike Ontwikkeling en Grondhervorming - DLRRD) tot op hede **nog nie amptelik om 'n tafel gesit** om hierdie dispuut ingevolge die *Intergovernmental Relations Framework Act (IRFA)* aan te neem nie.

Verder het nóg die Riversdal Sakekamer, nóg ons eie Belangegroep, enige reaksie of erkenning van ontvangs, ontvang op formele skrywes wat direk aan die DLRRD gerig is. Ons verneem ook met kommer dat die hoof-amptenaar van die DLRRD wat met hierdie projek belas was, intussen met pensioen is, wat blykbaar tot 'n totale administratiewe stilstand aan hul kant gelei het.

Terwyl hierdie saak "in die lig hang", bly die risiko's vir ons plaaslike infrastruktuur, die R305-roete, en die sosio-ekonomiese stabiliteit van die Stilbaai- en Riversdal-omgewing onveranderd groot.

Ons versoek u vriendelik om hierdie skrywe en die volgende dringende aspekte amptelik by u verslag aan die Raad in te sluit, sodat die Raadslede die volle omvang van die gemeenskap se kommer kan oorweeg wanneer hulle oor die "pad vorentoe" stem:

1. **Gebrek aan Inligting:** Die gemeenskap is angstig weens die totale gebrek aan amptelike kommunikasie oor of die DLRRD hoegenaamd die dispuutkennisgewing in goeder trou erken het.
2. **Wetlike Eskalasie:** Indien die DLRRD weier om binne die wetlike raamwerke met Hessequa te vergader, versoek ons dat die Raad dit oorweeg om die dispuut te eskaleer na die provinsiale regering of om regsopsies (soos 'n interdik) te ondersoek om die projek te bevries totdat openbare deelname plaasgevind het.
3. **Toegang tot die Verslag:** Ons versoek dat die September-raadsverslag en agenda vooraf aan ons Belangegroep beskikbaar gestel word sodat ons die 12 geaffekteerde groepe wat ons verteenwoordig, kan ingelig hou.

Ons herbevestig ons ondersteuning aan die Munisipaliteit om toe te sien dat plaaslike beplanning, wetgewing en die belange van Hessequa se eie inwoners gerespekteer word.

Die uwe,

Reynier van Rooyen
Sameroeper: Schoongeleë en Soebatters Belangegroep
(Namens die 12 geaffekteerde Belangegroep-voorsitters)
[Selnr.0829621368]

9.15 VERKOOP VAN 'N GEDEELTE (ONGEVEER 37 170 VK.M) VAN ERF 2080, RIVERSDAL AAN DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (EDMS) BPK

File number / Verwysingsnommer: 7/2/2/7

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Bestuurder: Eiendomsbestuur – Mnr A Kleynhans

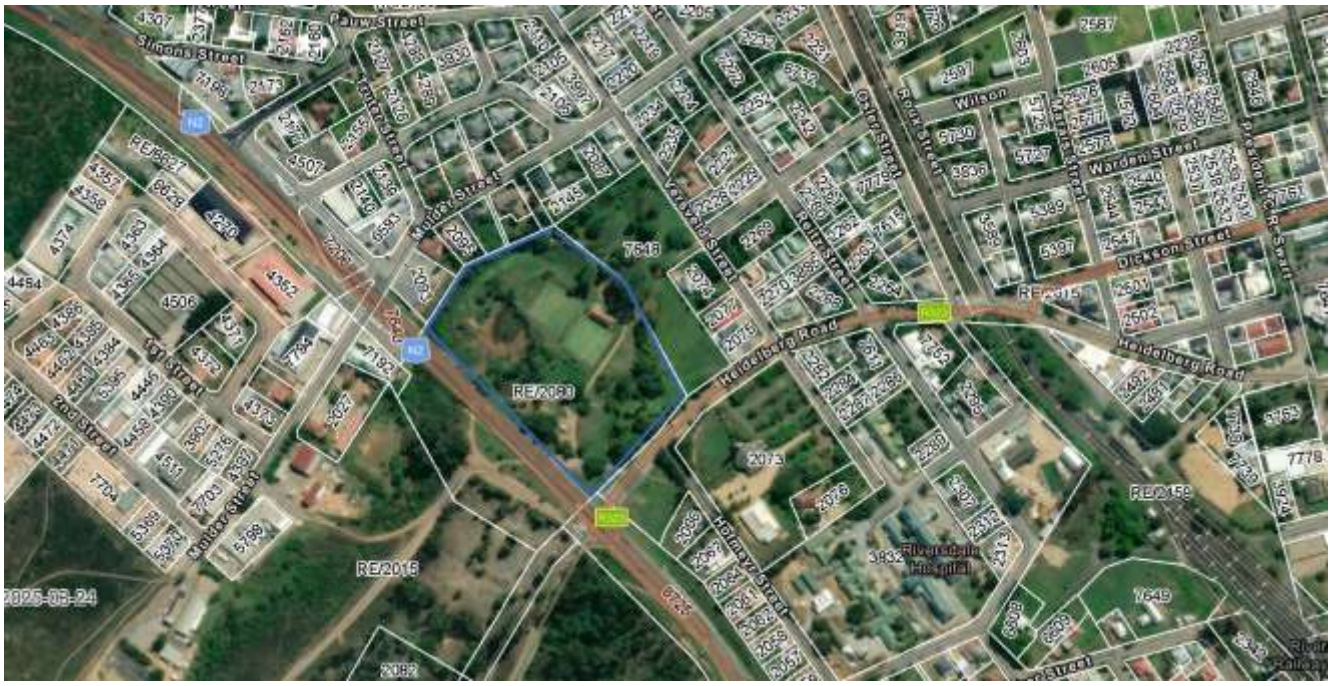
PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om die publieke insette op die aansoek van Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die aankoop van 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal, goed te keur.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

'n Aansoek is op 8 April 2026 ontvang van Mnr. Justin Swart, namens Dorpstraat Convenient Retail Investments (Edms) Bpk, waarin aansoek gedoen word om die aankoop van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal, vanaf die munisipaliteit vir die ontwikkeling van 'n kommersiële winkelsentrum.

Die gedeelte van Erf 2080, Riversdal wat die aansoeker by die munisipaliteit wil koop, word op die onderstaande uitleg aangedui:



Die Raad het op **<u>24 Junie 2026 in beginsel</u>** goedkeuring verleen vir die vervreemding van 'n gedeelte van Erf 2080, Riversdal (ongeveer 37 170 m²) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, onderhewig aan die voltooiing van 'n openbare deelnameproses. Die uitkoms van hierdie proses sal aan die Raad voorgelê word, waarna die Raad 'n finale besluit ten opsigte van die voorgestelde vervreemding van die eiendom sal neem.

Die aansoek is as deel van die publieke deelname proses aan die Wykskomitees van **Wyke 6, 7 en 8** voorgelê. Die volgende aanbevelings is deur die onderskeie Wykskomitees gemaak:

Wyk 6:

"Dat die Komitee nie saam stem met die aanbevelings nie as gevolg van die volgende redes:

1. *Dat Jurisch Park 'n geskiedkundige park vir Riversdal se gemeenskap is en dat die winkel sentrum oorkant by die waterwese, by die bloekombome gebou kan word.*
2. *Dat die Komitee ooreenstem dat die Park onderhou en in stand gehou word in plaas van 'n winkelsentrum te open."*

Wyk 7:

"Dat die Wykskomitee kennis neem van die item en dat hulle voel dat die grond op 'n mededingende proses verkoop moet word om meer mense die geleentheid te bied."

Wyk 8:

"1. Dat die Wykskomitee versoek dat hulle graag antwoorde wil hê rakende die ontwikkeling van die groen areas in Wyk 7 en 8 wat jare terug in 'n voorstel aan die Raad voorgelê was.

2. Dat die Wykskomitee aanbeveel dat die park nie ontwikkel moet word in 'n winkelkompleks nie, maar in stand gehou en onderhou word met sy oorspronklike vorm."

Die voorneme om die eiendom te vervreem is op **17 Julie 2026** in die **Suid-Kaap Forum** geadverteer ten einde openbare kommentaar en insette te verkry. Die openbare deelnameproses het op **21 Augustus 2026** gesluit.

Die volgende persone was ten gunste van die vervreemding en ontwikkeling van die eiendom:

TEN GUNSTE VAN DIE VERVREEMDING

1	Riversdal Rolbalklub
2	Ellen-Ann Finnemore
3	AS Muller
4	Pieter Brink
5	Malan Cronje
6	Rolan Daames
7	Cherize Janen Van Vuuren
8	Curtis van den Heever
9	Jean-Jacques Malherbe
10	Henrico du Preez
11	Lara Cloete

12	Louisa Benson

Die volgende individue / instansies het beswaar aangeteken teen die voorgestelde vervreemding en ontwikkeling van die eiendom:

BESWARE TEEN DIE VERVREEMDING

1	Jennifel Lotz
2	Avis Lotz
3	Tielman Gideon Roos
4	DR Bool (BHDV) Smuts
5	Hendik van Staden
6	Francois De Goede
7	Marius Ferndale
8	Marina
9	Armand Oozthuizen
10	DR A L van Wyk
11	Alexander Panzek
12	Julie Wilson
13	Kobus Geldenhuys
14	Linda Cronje
15	Willem Tobias Jan v Rensburg
16	Martin Cronje
17	Gavin Aston Stanbridge
18	Marriete van Wyk
19	Franciscus Fredericus Myburgh
20	Lorriane Pfaff
21	Corne Ferreira
22	Andre Louw
23	Francois van der Merwe Hofmeyr
24	Wilmien Bouwer
25	Rina Kapp
26	Werner Kapp
27	Christopher Theodor Jurisch
28	Danica van Rensburg
29	Rld Elias

30	Andrew Stroebel
31	Janet Naude
32	Winnie Cronje
33	Francois Hofmeyr
34	Rdl Betsie van Noordwyk
35	Augusta Louise Malherbe
36	Petronella Adendorff
37	WCV Wyk
38	Martha Margaretha Coetzee
39	Marius Scholtz
40	Martina Adriana van Dyk
41	PC Leroux
42	Ronel van Zyl
43	Louisa Du Plessis
44	Stef Marran
45	Elna van der Watt
46	Petro Vorster
47	Gerhard Steenekamp
48	Riversdal Sakekamer
49	Gerda de Wet
50	Emor Nel
51	Gerhardus Jacobus van Dyk
52	Groen Hessequa en Besigheidseienaars
53	Esme Pietersen
54	Yolanda Prinsloo
55	Jessica Stanley
56	Hanelle Normand
57	Karin du Plessis
58	Marghereta van Schalkwyk
59	Erfenisstigting Riversdal
60	Cape Nature
61	Mariette Nicolien le Grange
62	Stephanus Petrus van Eeden
63	Emman Katharina van Eeden
64	Amanda Lai
65	Dirk van der Bank

66	Sybrand Rudolph van Dyk
67	Hentie Schumann
68	Pieter Steyn
69	Paul Johannes Smit
70	Jurgen Johannes Streicher
71	Helene Francina Roos
72	Willem Klaase
73	Esther Suloos
74	Deidre Lucas
75	Johan Herman Isaacs
76	Myrlte Kennel
77	Andrew Jacobs
78	Granville Petersen
79	Liezl Krige
80	Jacoba de Jager
81	Lizelle de Jager
82	Peggy Joan Ahrens
83	Suzette Pieterse
84	Vivian Jurriea
85	Ockert Fourie
86	Hendre Louw
87	Jacobus en Natasha Jordaan
88	Amy Dauth
89	Alica Jansen
90	Anita Koen
91	Arnold Fransies
92	Afriforum
93	Sonette Burger
94	Maryna Lerm
95	NG Kerk Riversdal

Die kommentare en besware wat gedurende die openbare deelnameproses ontvang is, word as bylaes tot hierdie item aangeheg. Die meerderheid van die beswaarmakers het egter ’n gestandaardiseerde dokument, getiteld **“Formele Individuele Beswaarskrif”**, ingedien. Aangesien die inhoud en bewoording van hierdie beswaarskrifte identies is, word nie elke individuele beswaar afsonderlik as ’n bylae tot die item aangeheg nie.

Die bostaande tabelle bevat egter die besonderhede van alle persone en belanghebbendes wat aan die openbare deelnameproses deelgeneem het, ten einde te verseker dat die omvang van die deelnameproses volledig aangeteken en in aanmerking geneem word.

Die besware wat as deel van die publieke deelname proses ontvang is, word vervolgens opgesom:

1. Behoud van Jurisch Park as openbare bate

Die mees algemene beswaar is dat Jurisch Park ’n gevestigde openbare oopruimte, ontspannings- en gemeenskapsfasiliteit is wat reeds vir dekades ’n belangrike funksie in Riversdal vervul. Beswaarmakers voer aan dat die park nie as ’n “nie-lewensvatbare” eiendom beskou kan word nie aangesien dit tans as park, rolbalfasiliteit, ontspanningsruimte en erfenisterrein funksioneer. Daar word aangevoer dat die verlies van hierdie openbare groenruimte onomkeerbaar sal wees en dat openbare eienaarskap behoue behoort te bly.

2. Erfenis-, landskap- en toerismewaarde

Verskeie beswaarmakers beklemtoon die historiese en kulturele betekenis van Jurisch Park as een van Riversdal se bekendste landmerke en as deel van die dorp se identiteit. Beswaar is ook geopper teen die moontlike impak van die ontwikkeling op die bestaande monument, historiese landskap, gevestigde bome en die karakter van die ingang tot die dorp. Daar word aangevoer dat die park ’n belangrike toerisme- en erfenisbate is wat eerder opgegradeer en bewaar behoort te word.

3. Ruimtelike beplanning en alternatiewe ontwikkelingsgeleenthede

Verskeie beswaarmakers voer aan dat die Hessequa Ruimtelike Ontwikkelingsraamwerk (SDF) reeds alternatiewe gebiede vir hoë-intensiteit kommersiële ontwikkeling identifiseer, veral die MU4-korridor langs die N2. Daar word aangevoer dat ’n winkelsentrum op hierdie alternatiewe terreine ontwikkel kan word sonder om ’n bestaande openbare park op te offer. Beswaarmakers is van mening dat alternatiewe terreine en ontwikkelingsopsies nie voldoende ondersoek of vergelyk is nie.

4. Verkeers-, infrastruktuur- en veiligheidskwessies

’n Groot aantal beswaarmakers spreek kommer uit oor die moontlike toename in verkeer, veral by die N2-ingang tot Riversdal. Potensiële verkeersopeenhopings, padveiligheid, swaar voertuigbewegings, parkeerdruk en verhoogde verkeersvloei in omliggende woongebiede word as belangrike risiko’s uitgelig. Daar word aangevoer dat geen omvattende verkeersimpakstudie aan die publiek beskikbaar gestel is nie.

5. Omgewings- en biodiversiteitskwessies

Verskeie beswaarmakers verwys na die teenwoordigheid van sensitiewe omgewingselemente op die terrein, insluitend kritieke biodiversiteitsareas, gevestigde plantegroei, moontlike vleiland- en vloedlynkwessies. Daar word versoek dat omgewingsondersoeke, biodiversiteits-, vloedlyn- en stormwaterstudies voltooi word voordat enige onomkeerbare besluit geneem word.

6. Hervestiging van die Riversdal Rolbalklub

Die voorgenome hervestiging van die bestaande rolbalbane en klubhuis word deur verskeie partye bevraagteken. Beswaarmakers voer aan dat die geskiktheid van alternatiewe terreine, kosteberamings, finansieringsmeganismes en die voortgesette funksionaliteit van die klub nie voldoende uitgeklaar is nie. Daar word aangevoer dat geen bestaande fasiliteite ontwrig of gesloop behoort te word voordat ’n geskikte vervangingsfasiliteit volledig operasioneel is nie. Daar word ook aangevoer dat indien die rolbalbane en klubhuis op die terrein oorkant Dibiki gevestig word, dit die grasperk area (groen area) tot so ’n mate sal verklein dat dit die gevoel van ruimte sal wegneem.

7. Ekonomiese en sosio-ekonomiese impak

Verskeie indieners betwis die beweerde ekonomiese voordele van die ontwikkeling. Kommer word uitgespreek oor die moontlike negatiewe impak op bestaande ondernemings in die Riversdal-sakekern, asook die moontlike verskuiwing van kommersiële aktiwiteit uit die historiese middedorp. Sommige beswaarmakers voer aan dat die ontwikkeling die karakter van die dorp kan verander en moontlik ’n negatiewe invloed op omliggende residensiële eiendomme kan hê.

8. Waardasie-, prosedurele- en regsaspekte

Verskeie besware fokus op die proses wat gevolg is vir die voorgestelde direkte vervreemding. Beswaarmakers bevraagteken onder meer:

- die klassifikasie van die grond as “nie-lewensvatbare eiendom”;
- die motivering vir ’n direkte verkoop in plaas van ’n mededingende proses;
- die wyse waarop die koopprys bepaal is;
- die volledigheid van die openbare rekord en dokumentasie; en
- die behoefte aan verdere onafhanklike studies voordat ’n finale besluit geneem word.

Verskeie beswaarmakers versoek dat die Raad die verkoop weier of alternatiewelik die aangeleentheid uitstel totdat alle toepaslike ondersoeke, studies en verdere openbare deelnameprosesse afgehandel is.

Samevatting

Die besware teen die voorgestelde vervreemding van ’n gedeelte van Erf 2080 fokus hoofsaaklik op die verlies van ’n openbare groenruimte en erfenisbate, die beweerde onvoldoende motivering vir die klassifikasie van die eiendom as nie-lewensvatbaar, die potensiële impak op die omgewing, verkeer, die rolbalklub en die dorp se karakter, asook die behoefte aan verdere studies en ondersoeke voordat ’n finale besluit geneem word. ’n Aantal beswaarmakers versoek dat die park in openbare besit behoue bly en dat alternatiewe ontwikkelingsopsies oorweeg word.

Dit is sigbaar vanuit die besware dat die klassifikasie van die eiendom as “non-viable” nie korrek geinterpreteer word deur van die beswaarmakers nie. Heelwat van die beswaarmakers sien die definisie van “non viable” dat die bedoeling daarvan is dat die eiendom nie enige waarde vir die gemeenskap in hou nie, welke nie die geval is nie.

Die definisie soos vervat in die Munisipaliteit se Eiendomsadministrasiebeleid, word soos volg uiteengesit:

> "**non-viable property**" means Property that, owing to urban planning, physical constraints or extent cannot be developed on its own or function as a separate entity and that can therefore become functional only if used by an adjoining owner in conjunction with such owner's property.

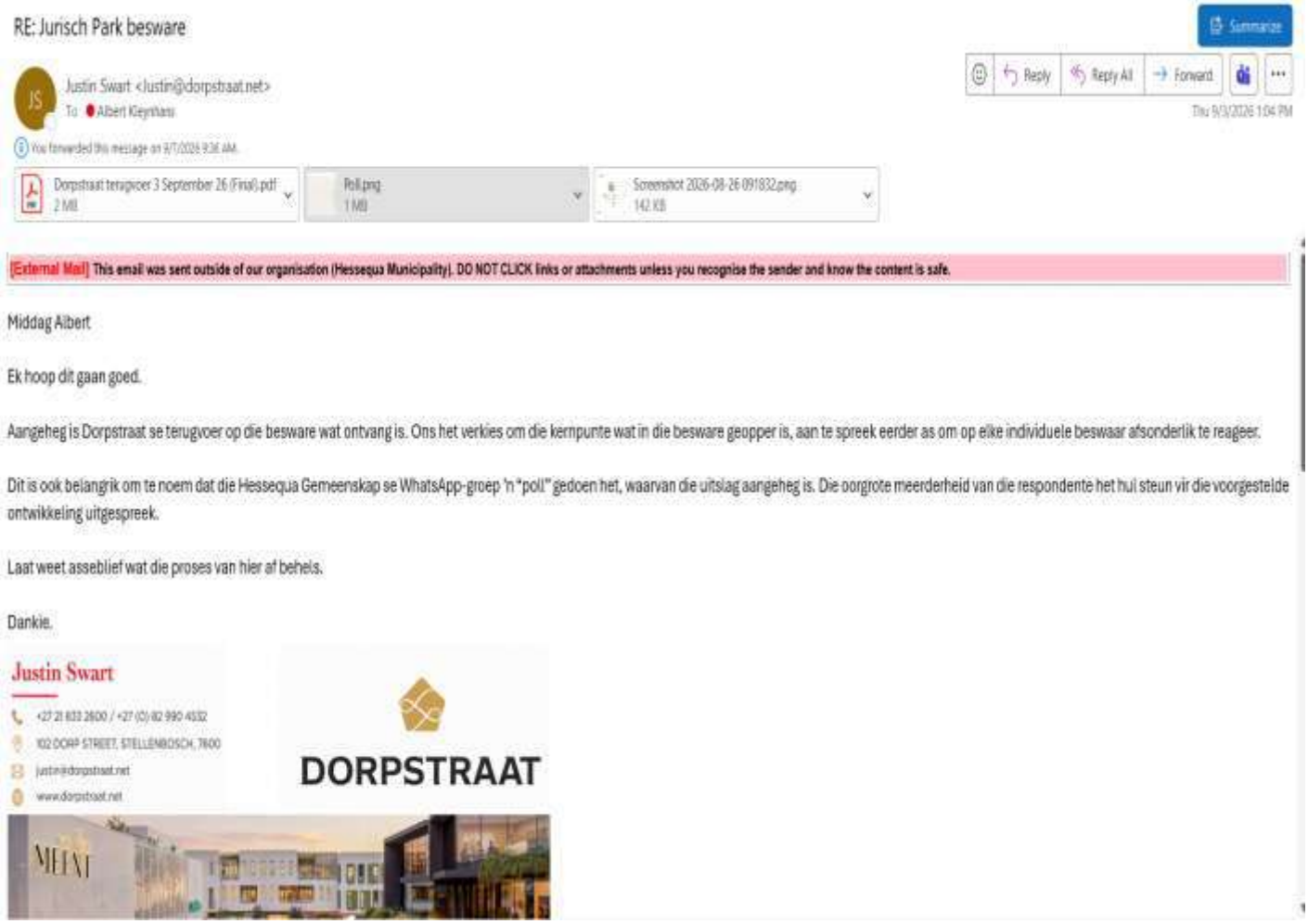
Paragraaf 21.4 van die Eiendomsadministrasie beleid lees as volg:

> **Non-Viable Property**
>
> In respect of Non-Viable Property which can only be utilised by one adjacent land owner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process.

Die gebied wat op die plan in groen aangedui word, is as 'n vleilandgebied (wetland) geklassifiseer. Hierdie omgewingsbeperking beperk die omvang van die gedeelte van Erf 2080, Riversdal wat vir ontwikkeling aangewend kan word, aansienlik. As gevolg van die ligging en omvang van die vleilandgebied is die ontwikkelbare gedeelte van Erf 2080 op sy eie onvoldoende om die beoogde ontwikkeling op 'n ekonomies en ruimtelik lewensvatbare wyse te akkommodeer.

Die konsolidasie van Erf 7648 met Erf 2080 word gevolglik as noodsaaklik beskou om voldoende ontwikkelbare grondoppervlakte te skep en om 'n geïntegreerde ontwikkeling moontlik te maak. Sonder sodanige konsolidasie sal die omgewingsbeperkings wat deur die vleilandgebied opgelê word, die uitvoerbaarheid van die voorgestelde ontwikkeling wesenlik benadeel en moontlik verhinder. In die lig hiervan word die eiendom geklassifiseer as "non-viable".

Die onderstaande e-pos is van Meneer Justin Swart, ontvang:



RE: Jurisch Park besware

Justin Swart <justin@dorpstraat.net>
To: Albert Kleynhans

Dorpstraat terugvoer 3 September 26 (Final).pdf 2 MB | Poll.png 1 MB | Screenshot 2026-08-26 091832.png 142 KB

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Middag Albert

Ek hoop dit gaan goed.

Aangeheg is Dorpstraat se terugvoer op die besware wat ontvang is. Ons het verkies om die kernpunte wat in die besware geopper is, aan te spreek eerder as om op elke individuele beswaar afsonderlik te reageer.

Dit is ook belangrik om te noem dat die Hessequa Gemeenskap se WhatsApp-groep 'n "poll" gedoen het, waarvan die uitslag aangeheg is. Die oorgrote meerderheid van die respondente het hul steun vir die voorgestelde ontwikkeling uitgespreek.

Laat weet asseblief wat die proses van hier af behels.

Dankie.

Justin Swart
+27 21 833 2600 / +27 (0) 82 990 4532
102 DORP STREET, STELLENBOSCH, 7600
justin@dorpstraat.net
www.dorpstraat.net

DORPSTRAAT

Die dokumentasie wat by die e-pos van Meneer Swart aangeheg was, is as volg:

Die whatsapp opname is na die sluitingsdatum vir publieke insette (21 Augustus 2026) ontvang.

HESSEQUA COMMUNITY
ADAMS, Bianca, Catherine, Connie, Edgar, FRANSIES, Mataaha, Momé, Nettie, Rdaig, Taxi, +27 76 080 2733, +27 78 198 198...

Add to list

www.facebook.com
https://www.facebook.com/share/p/14pNdXAUXCs/ 14:39

Ek wil gou sien hoe voel die groep oor die verkoop van die park langs N2 vir die bou van 'n moontlike winkelsentrum.

Select one

Ja 543

Nee 68

14:40

View votes

Group info
HESSEQUA
Community
GROUP
HESSEQUA COMMUNITY
Group · 870 members
Add
Search
Riversdale

DORPSTRAAT

Inleiding

Dorpstraat (www.dorpstraat.net) ontwikkel, belê in en bestuur klasleidende, ongenoteerde geriefs-kleinhandelportefeuljes.

As ontwikkelaars en langtermynbeleggers kies Dorpstraat noukeurig die liggings van sentrums en bestuur elke eiendom met 'n "hands-on" benadering. Ons is van die begin af betrokke. Van die identifisering van die regte ligging en ontwikkeling van die sentrum, die hantering van oop spasie tot die aktiewe bestuur en optimalisering daarvan oor die lang termyn. Hierdie geïntegreerde benadering stel ons in staat om vinnig op die behoeftes van huurders en die omliggende gemeenskap te reageer, langtermynverhoudings te bou en voortdurend waarde vir die gemeenskap en ons beleggers te skep.

Dorpstraat ontwikkel elke winkelsentrum om die lewens van die omliggende gemeenskappe te verryk. Ons glo dat elke ontwikkeling deel van die dorp en sy gemeenskap moet wees. Daarom neem ons die geskiedenis, karakter en erfenis van die area deeglik in ag tydens die ontwerp- en ontwikkelingsproses. Ons poog om nie bloot 'n nuwe winkelsentrum te skep nie, maar eerder om 'n ontwikkeling te ontwerp wat respek toon vir die plek waarin dit geleë is en natuurlik by die bestaande omgewing inskakel.

Jurisch Park & Voortrekker monument

Spesifiek met betrekking tot Jurisch Park is dit vir ons belangrik dat die ontwikkeling die unieke karakter en geskiedenis van die terrein respekteer. Die historiese monument in die park, sowel as die bestaande groenruimte en stroom, sal van die begin af as belangrike ontwerp- en beplanningsoorwegings in die ontwikkeling van die sentrum ingewerk word. Dit sal lei tot beter openbare ruimtes, met beter beligting, met meer aktiwiteit, beter instandhouding, groter sigbaarheid, n veiliger en meer leefbare area. Alle omgewings- en erfenis wetgewing sal aan voldoen word en permitte sal verkry word indien nodig.

Ons wil hê die ontwikkeling moet nie die bestaande karakter van Jurisch Park verdring nie, maar eerder daarmee saamleef en dit versterk. Die monument en natuurlike elemente van die terrein bied die geleentheid om 'n ontwikkeling te skep wat 'n sterk gevoel van plek het, waar die geskiedenis, groenruimte en nuwe winkelsentrum op 'n sensitiewe en geïntegreerde wyse bymekaar uitkom.

Omliggende eiendomswaardes:

Die vestiging van 'n geriefswinkelsentrum met ankerhuurders soos Checkers, Medirite, Woolworths en ander het 'n beduidende en oor die algemeen positiewe impak op die waardes van residensiële eiendomme in die onmiddellike omliggende gebied.

Navorsing toon dat geïntegreerde winkelsentrums tipies tot styging in residensiële eiendomswaardes lei.

In Dorpstraat se ervaring kan die ontwikkeling van n geriefs sentrum op Jurisch Park die omliggende woonbuurt positief transformeer deur verskeie belangrike waardedrywers daar te stel:

- Die geriefspremie (toeganklikheid): Die nabyheid van daaglikse dienste soos supermarkte, apteke en koffiewinkels dien as 'n belangrike leefstylanker. Kopers en huurders is bereid om 'n premie te betaal vir maklike toegang en stapafstand, asook die aansienlike tydsbesparing wat dit bied.
- Handelsmerke, soos Checkers & Woolworths kan as 'n stem van vertroue in die buurt dien, wat die aantreklikheid van die area verhoog en tot verdere waardegroei van residensiële eiendom kan bydra.
- Ontwikkelingsprojekte kan verval en verwaarlosing uitskakel, openbare beligting verbeter en dikwels ook paaie, voetgangerverbindinge en openbare vervoerskakels opgradeer. Hierdie verbeterings aan die infrastruktuur kan die waardasie van omliggende residensiële eiendomme positief beïnvloed.

- Werkskepping en groter vraag: Nuwe kommersiële sentrums skep direkte en indirekte werksgeleenthede. Werknemers en besighede word dikwels aangetrek tot gebiede met goeie geriewe en werksgeleenthede, wat die vraag na nabygeleë residensiële eiendom kan verhoog en terselfdertyd huurinkomste vir plaaslike residensiële eiendomseienaars kan ondersteun.

Middedorp ekonomie:

Die ontwikkeling van n nuwe geriefssentrum het nie noodwending n absolute negatiewe effek op die huidige middedorp se ekonomiese aktiwiteit nie. Die belangrikste vraag is of die sentrum "nuwe besteding" aantrek. Dit is waar 'n goed beplande geriefsentrum 'n belangrike verskil kan maak. Riversdal bedien 'n aansienlike landelike opvangsgebied, n nuwe sentrum wat sterk handelsname, goeie parkering, gerief en 'n moderne inkopie-ervaring bied, kan mense wat tans na groter sentrums soos George, Mosselbaai of ander dorpe reis, terughou in Riversdal. As deel van 'n moontlike omgewingsimpak proses sal 'n sosio-ekonomiese studie gedoen moet word om die impak te bepaal.

Dit skep nuwe ekonomiese aktiwiteit vir die dorp, eerder as om bloot bestaande handel binne die dorp te verskuif. Die doel is om 'n aanvullende geriefsnodus te skep wat die bestaande dorp versterk. Huurders sal noodwendig meestal nuwe besighede wees wat nog nie in Riversdal gevestig is nie. Tans ry motoriste eerder verby die dorp as spesifieke inkopies gedoen moet word na groter sentrums soos Mosselbaai of Swellendam.

Vir Riversdal beteken dit dat die nuwe sentrum:

- fisies en visueel met die dorp verbind sal wees
- goeie voetganger- en voertuigskakeling met die bestaande middedorp moet hê
- nie soos 'n afgesonderde "mall" moet funksioneer nie, maar liewers n "Village" gevoel spek vir die gemeentskap

- die dorp se argitektuur en erfenis sal gerespekteer word
- nuwe groen- en openbare ruimtes sal geskep word
- en sal n huurder samestelling hê wat aanvullend eerder as bloot kompeterend is met die middeldorp.

Dit is Dorpstraat se opinie dat n nuwe sentrum in Riversdal die totale kleinhandel- en diensaanbod verbeter, kan dit die dorp se aantreklikheid as streekdienssentrum versterk. Dit kan meer mense in die dorp hou, meer besoekers lok en die vraag na residensiële en kommersiële eiendom ondersteun.

Verkeers kommetaar:

Dorpstraat stel ervare verkeers ingenieurs aan om n verkeersimpakstudie te doen wat die volgende aspekte sal aanspreek: :

- Die voorgestelde toegangspunte, verkeersvolumes en spitsverkeer toets.
- Ontwerp die toegangspunte sodat verkeer nie deur bestaande woonstrate hoef te beweeg om die sentrum te bereik nie.
- Voorsien voldoende wag- en draaikapasiteit binne die terrein, sodat voertuie nie op die openbare pad ophoop nie.
- Verseker voldoende parkeerplekke om te voorkom dat voertuie in omliggende strate parkeer.
- Skakeling met SANRAL en die Provinsiale Padowerheid.

Sekuriteit:

Dorpstraat erken die inwoners se sekuriteits bekommernisse oor die ontwikkeling en sal dit as 'n integrale deel van die ontwerp- en beplanningsproses hanteer. Die ontwikkeling

sal spesifieke maatreëls insluit om verkeersvloei, voetgangersveiligheid en sekuriteit te bestuur, met die doel om die impak op omliggende inwoners tot die minimum te beperk.

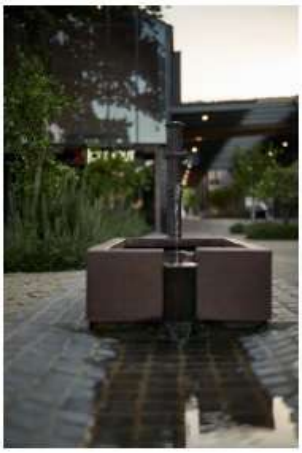
Dorpstraat se benadering is veiligheid deur ontwerp en nie net bloot om sekuriteitswagte aan te stel nie. Tans is die huidige park 'n groter sekuriteits probleem en word selde deur die publiek vir rekreasie gebruik. Daar bestaan ook die gevaar van onwettige besetting deur haweloses.

Vir sigbaarheid en aktiewe ruimtes is ons benadering:

- Hou parkeerareas oop en goed sigbaar.
- Vermy donker, versteekte hoeke en lang blinde mure.
- Plaas winkels, restaurante en ander aktiewe gebruike so dat daar deurlopend mense en beweging rondom die sentrum is.
- Gebruik goeie, maar sensitief ontwerpte beligting rondom parkeerareas, voetpaadjies en toegange.

Dorpstraat Portefeulje:

Optenhorst Paarl:



Cotswold Square Hillcrest KZN:

Garden Walk Hartenbos:

Klein Karoo Markt Oudtshoorn:

In totaal is 95 besware teen die voorgestelde vervreemding en ontwikkeling van die eiendom ontvang, terwyl slegs 12 skriftelike voorleggings ter ondersteuning van die voorgestelde vervreemding ontvang is. Dit is verder opmerklik dat die besware nie slegs van individuele inwoners afkomstig is nie, maar ook deur verskeie bestaande besighede en georganiseerde strukture binne die sentrale sakekern van Riversdal ondersteun word.

Met inagneming van die omvang van die besware, die beperkte vlak van openbare ondersteuning vir die voorgestelde ontwikkeling, asook die belang van die terrein as ’n gevestigde openbare bate, word aanbeveel dat daar nie met die vervreemding van die eiendom voortgegaan word nie. Die aanbeveling word gebaseer op die volgende oorwegings:

1. Behoud van ’n openbare oopruimte en gemeenskapsbate

Jurisch Park funksioneer reeds vir baie jare as ’n gevestigde openbare oopruimte wat ontspannings-, sport-, erfenis- en gemeenskapsfunksies vervul. Die vervreemding en ontwikkeling van ’n gedeelte van die eiendom sal die beskikbaarheid van openbare

groenruimte binne Riversdal permanent verminder en kan die bestaande gemeenskapswaarde en funksionaliteit van die terrein nadelig beïnvloed.

2. Beskerming van ’n waardevolle omgewings-, erfenis- en openbare bate

Hoewel die voorgestelde ontwikkeling potensiële ekonomiese voordele kan inhou, word daar geoordeel dat hierdie voordele op hierdie stadium nie voldoende opweeg teen die moontlike verlies van ’n gevestigde openbare, omgewings- en erfenisbate nie. Die behoud van die eiendom in openbare eienaarskap sal bydra tot die beskerming van die dorp se unieke karakter, identiteit en historiese erfenis vir toekomstige geslagte.

3. Potensiële impak op die historiese en visuele karakter van die gebied

Die moontlike impak van die ontwikkeling op die bestaande monument, die historiese betekenis van die terrein en die gevestigde karakter van die dorp is deur verskeie belanghebbendes uitgelig. Die voortgesette behoud en gebruik van die terrein as openbare oopruimte in die beste belang van die gemeenskap en die bewaring van Riversdal se kultuurhistoriese erfenis is.

4. Onvoldoende openbare aanvaarding van die voorgestelde vervreemding

Die openbare deelnameproses het ’n beduidende meerderheid besware teenoor die aantal ondersteunende voorleggings opgelewer. Die resultaat van die proses dui daarop dat die voorgestelde vervreemding nie oor voldoende gemeenskapsaanvaarding beskik nie. In die lig hiervan kan die Raad tot die gevolgtrekking kom dat die openbare belang beter gedien sal word deur die behoud van die eiendom in munisipale eienaarskap en beheer.

Die item het op **16 September 2026** voor die **Portefeuljekomitee** gedien. Die Komitee het die volgende aanbevelings gemaak:

“1. Dat die Komitee kennis neem van die uitkoms van die openbare deelnameproses wat op 21 Augustus 2026 gesluit het, sowel as die inhoud van die kommentare en besware wat ontvang is ten opsigte van die vervreemding van ‘n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk.

2. Dat Jurisch Park ’n gevestigde openbare oopruimte en gemeenskapsbate is wat reeds vir baie jare as ontspannings-, sport-, erfenis- en gemeenskapsfasiliteit funksioneer, en dat die behoud van die eiendom in munisipale besit die openbare belang, die bewaring van die dorp se historiese karakter en die beskerming van waardevolle openbare oopruimtes, die beste sal dien.

3. Dat die Komitee, na deeglike oorweging van die kommentare en besware wat gedurende die openbare deelnameproses ontvang is, nie die vervreemding van ’n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk goedkeur nie, aangesien die Komitee van mening is dat die bestaande gemeenskaps-, ontspannings-, erfenis- en openbare waarde van die eiendom in munisipale besit swaarder weeg as die potensiële voordele wat uit die voorgestelde ontwikkeling mag voortspruit.”

UITVOERENDE BURGEMEESTERSKOMITEE

Die item dien by die **Uitvoerende Burgemeesterskomitee** vergadering van **29 September 2026** en terugvoer sal tydens die Raadsvergadering gegee word.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word van kennis geneem.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

Kennis word geneem van die inhoud van die verslag en die aanbevelings word ondersteun.

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

Daar word kennis geneem van die verslag en die aanbevelings word ondersteun.

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die uitkoms van die openbare deelnameproses wat op 21 Augustus 2026 gesluit het, sowel as die inhoud van die kommentare en besware wat ontvang is ten opsigte van die vervreemding van ‘n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk.
2. Dat Jurisch Park ’n gevestigde openbare oopruimte en gemeenskapsbate is wat reeds vir baie jare as ontspannings-, sport-, erfenis- en gemeenskapsfasiliteit funksioneer, en dat die behoud van die eiendom in munisipale besit die openbare belang, die bewaring van die dorp se historiese karakter en die beskerming van waardevolle openbare oopruimtes, die beste sal dien.

3. Dat die Raad, na deeglike oorweging van die kommentare en besware wat gedurende die openbare deelnameproses ontvang is, nie die vervreemding van ’n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk goedkeur nie, aangesien die Komitee van mening is dat die bestaande gemeenskaps-, ontspannings-, erfenis- en openbare waarde van die eiendom in munisipale besit swaarder weeg as die potensiële voordele wat uit die voorgestelde ontwikkeling mag voortspruit.

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Munisipale Bestuurder – Mnr ASA de Klerk

ATTACHMENTS / STAWENDE DOKUMENTE

Besware en skrywes ter ondersteuning van die vervreemding

Hessequa Munisipaliteit
Van den Berg Street
Posbus 29
RIVERSDAL
6670
Telefoon: +27 (28) 713 8000
Webwerf: www.hessequa.gov.za
E-pos aansoek aan info@hessequa.gov.za

AANSOEKVORM OM MUNISIPALE EIENDOM TE HUUR OF TE KOOP:

Naam van Aansoeker : Dorpstraat Covenient Retail Investments

Woonadres : 102 Dorpstraat
Stellenbosch
7600

Erf Nommer : Erf 2080

Telefoon/Sel No : Tel: 021 833 2600 Sel: 0829904532

E-pos adres : justin@dorpstraat.net

☒ Aansoek om **Eiendom** te ***koop***

☐ Aansoek om **Eiendom** te ***huur***

☐ Aansoek om te ***huur deur*** middel van ***oorskryding***

Beskrywing van munisipale eiendom Jurisch Park Riversdal Erf 2080 Hessequa

(Gedeelte van Erf .....) Grootte van eiendom wat oorweeg word (... 37.170 ....m²).

Rede/motivering vir aansoek:

Sien asb aangehegte motivering

Ondersteuning / Besware / Kommentaar van Bure en / of Inwonersverenigings t.o.v. die eiendom waarvoor aansoek gedoen word

(Slegs geregistreerde eiendoms eienaars mag kommentaar lewer)

Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ **Goedkeur**

☐ **Afkeur**

Kommentaar

.....

.....

.....

.....

.....

Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ **Goedkeur**

☐ **Afkeur**

Kommentaar

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Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ **Goedkeur**

☐ **Afkeur**

Kommentaar

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.....

.....

.....

.....

Erf No	Adres	Naam en Handtekening	Tel / Sel No

☐ **Goedkeur**

☐ **Afkeur**

Kommentaar

.....

.....

.....

.....

.....

Die volgende dokumente moet by die aansoek aangeheg word:

1. Enige addisionele motivering of kommentaar.
2. Sketsplan wat die eiendom aandui waarvoor aansoek gedoen word.
3. Afskrif van die kwitansie van die aansoekfooi.
4. Afskrif van die identiteitsdokument van die aansoeker.
5. Indien die aansoeker 'n nie-winsgewende of nie-regeringsorganisasie is, moet die NWO of NRO-registrasiesertifikaat aangeheg word.
6. Indien die aansoeker 'n besigheid op die eiendom wat gehuur of gekoop word wil vestig, moet die aansoeker 'n gedetailleerde besigheidsplan indien.
7. Indien die aansoeker 'n geregistreerde besigheid is, moet die maatskappy / trust / beslote korporasie se betrokke registrasiedokumente saam die aansoek ingedien word en die besonderhede van die Direkteure of Trustees openbaar word.

Neem asseblief kennis:

1. Onvolledige aansoeke sal nie oorweeg word nie.
2. Aansoeke om eiendom te huur sal tussen 3 - 4 maande na die datum waarop die volledige aansoek ontvang is, gefinaliseer word, onderhewig daaraan dat geen besware ontvang is nie.
3. Aansoeke om eiendom te koop sal tussen 4 - 5 maande na die datum waarop die volledige aansoek ontvang is, gefinaliseer word, onderhewig daaraan dat geen besware ontvang is nie.
4. In die geval waar 'n persoon eiendom van die Munisipaliteit aankoop, sal hy / sy verantwoordelik wees vir sommige of al die volgende kostes, afhangend van die spesifieke transaksie, naamlik: Onderverdelingskoste, advertensiekoste, grondgebruik koste, straatsluitingskoste, konsolidasie koste, landmeter koste, oordragskoste, waardasie en aansluitkoste aan munisipale dienste.
5. In die geval waar 'n persoon eiendom van die Munisipaliteit huur, sal hy verantwoordelik wees vir die advertensie koste, waardasie koste (in sommige gevalle) en die maandelikse munisipale diensfooie.
6. Suksesvolle aansoekers sal 'n huur- of koopooreenkoms met die Munisipaliteit moet sluit.

Handtekening van aansoeker

08 · 04 · 2026

Datum van aansoek

Vir amptelike gebruik

COLLAB NOMMER VAN ITEM VOORGELÊ AAN RAAD/WYKSKOMITEE: .....

DATUM WAT ITEM BY RAAD/WYKSKOMITEE GEDIEN HET: .....

DATUM WAAROP ADVERTENSIE IN KOERANT VERSKYN HET: .....

KWITANSIE NOMMER VIR BETALING VAN ADVERTENSIE DEUR AANSOEKER EN BEDRAG: .....

.....

DATUM WAAROP OOREENKOMS GETEKEN IS: .....

COLLAB NOMMERS VAN KORRESPONDENSIE MET DIE AANSOEKER IN VERBAND MET HIERDIE AANSOEK: .....

.....

.....

ANDER KOMMENTAAR:

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.....

Motivering vir die aankoop van Jurisch Park Erf 2080 Hessequa

In samewerking en vennootskap met Jodan Groep het Dorpstraat die geleentheid geïdentifiseer vir 'n winkelsentrum tot voordeel van die groter Riversdal omgewing. Met verwysing na ons voorlegging op die 19e Maart wil ons dus hiermee formeel aansoek doen vir die koop van Jurisch Park eiendom wat deur Hessequa Munisipaliteit besit word met die volgende as motivering.

Dorpstraat ontwikkel winkelsentrums in Suid Afrika en werk nou saam met die nasionale kleinhandelaars soos Checkers en Woolworths. Hulle het onder ons aandag gebring dat Riversdal 'n winkelsentrum kan regverdig vir die Hessequa streek en is baie opgewonde oor die moontlikheid dat dit op Jurisch Park gebou word.

Die ligging is uitstekend omdat die blootstelling tot die verbygaande verkeer op die N2 gee, maar belangrik dat dit ook by die ingang na die dorp geleë is. Dit is 'n prominente perseel wat sentraal geleë en toeganklik is vir alle inkomstegroepe in die dorp.

Vir enige sentrum om suksesvol te wees, is sigbaarheid en toeganklikheid van kardinale belang. Ons het daarom met die eienaar van die aangrensende erf op Versfeldweg 'n ooreenkoms bereik, wat beteken ons kan gemaklik toegang gee vir beide publiek en afleweringsvoertuie na die Jurisch Park perseel. Sonder hierdie toegang, sal enige ander party moeilik aan hierdie belangrike vereiste kan voldoen.

Verder wil ons ook noem dat Jodan beoog om op die balans van die aangrensende perseel, wat nie opgeneem word vir die winkelsentrum nie, te ontwikkel in residensiële eenhede in lyn met stadsbeplannings riglyne. Hierdie voel ons ook maak sin vanuit 'n konstruksie oogpunt en tot verdere voordeel vir die breër gemeenskap sal wees.

Dorpstraat is ervare in die ontwikkeling van sentrums in plattelandse dorpe. Ons besef die belangrikheid dat so 'n sentrum komplimenterend moet wees tot die aanbieding in die dorp. Ons is spesialiste in die gebied en verstaan die hierargie van winkelsentrums inaggenome markte en hulle profiele.

Dorpstraat het al meer as 100 winkelsentrums van kwaliteit ontwikkel, maar meer spesifieke relevante voorbeelde is Robertson Corner/ Milkwood Square in Knysna/ Optenhorst en Parel Berg in Paarl/ Stellenbosch Square/ Koringvlij en De Zwartland Markt in Malmesbury/ Klein Karoo in Oudshoorn/ Whale Coast Mall Hermanus. Garden Walk in Hartenbos en De Drift in Velddrift, maak beide binnekort oop en ons begin ook met konstruksie op Orchard Place in Ceres en The Wildflower in Yzerfontein.

Bogenoemde sentrums wissel in grootte van 3,000 tot 30,000 vierkante meter afhangende van die markgrootte. In aanvanklike ondersoeke blyk dit dat Riversdal (as hoofdorp in die Hessequa streek) 'n sentrum van tussen 7,500 en 10,000 vierkante meter regverdig nadat in aggeneem is dat die bestaande kleinhandelaars in die dorp beskerm sal wees. Ons kyk dus na die addisionele behoefte.

So 'n winkelsentrum sal baie groot voordele vir Riversdal inhou.

- wesentlike werkskepping (job creation) tydens kontruksie, en na voltooiing.
- ontsluiting van kapitaal met verkoop van die grond
- eiendomsbelasting
- 'n fasiliteit vir Riversdal se mense om op trots te wees en 'n bewys van vooruitgang

- 'n kwaliteit inkopiesentrum

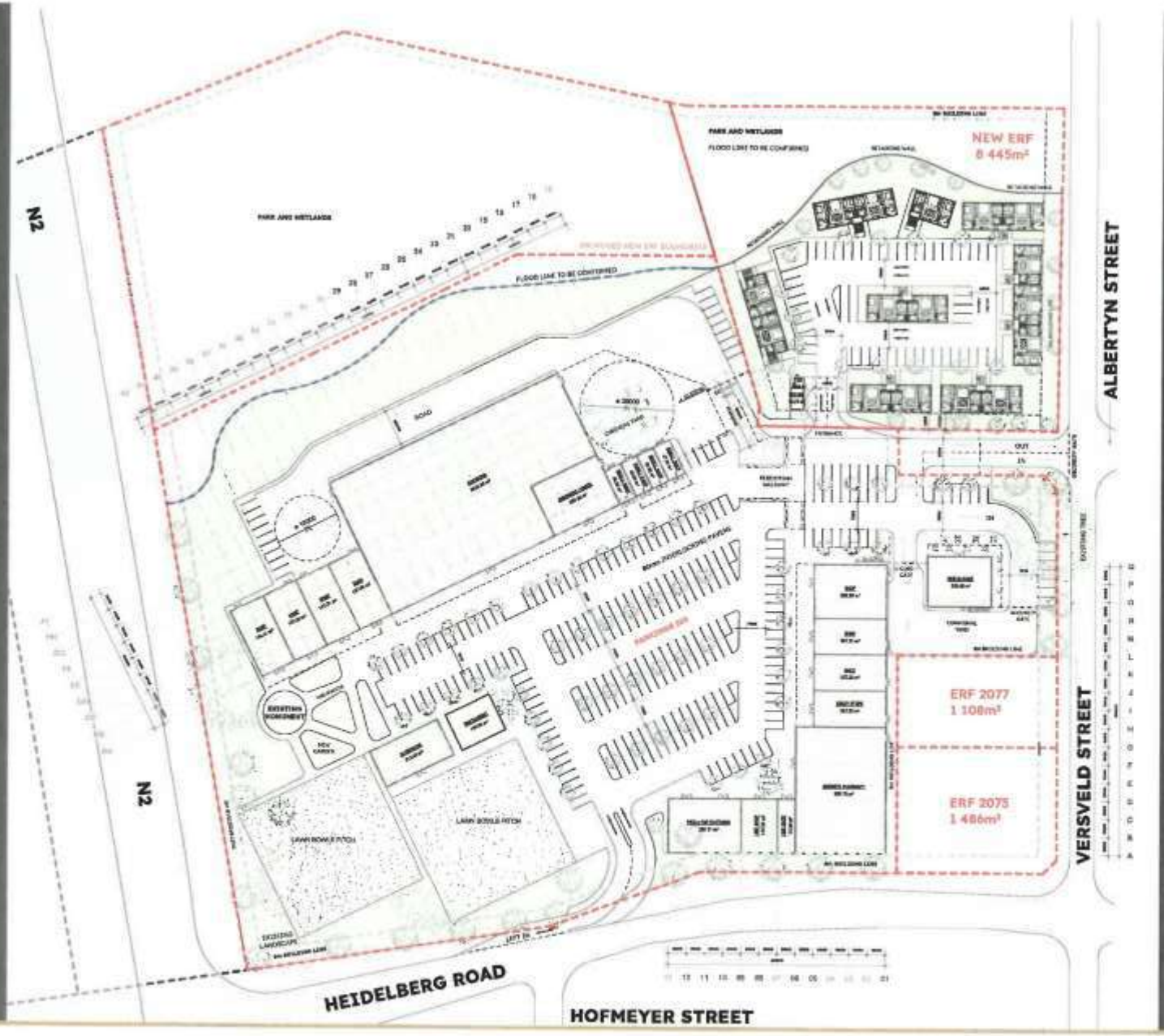
Ons werk graag saam met Hessequa om te verseker so 'n fasiliteit is volhoubaar en in belang van gemeenskap. Buiten kommersiële oorwegings sal funksionaliteit en estetika ook belangrik wees.

Ons sal saamwerk om die rolbalbaan klub te akkommodeer. Verkieslik om dit elders op te rig sou grond daarvoor beskikbaar wees, alternatiewelik op die perseel maar moontlik in 'n ander posisie.

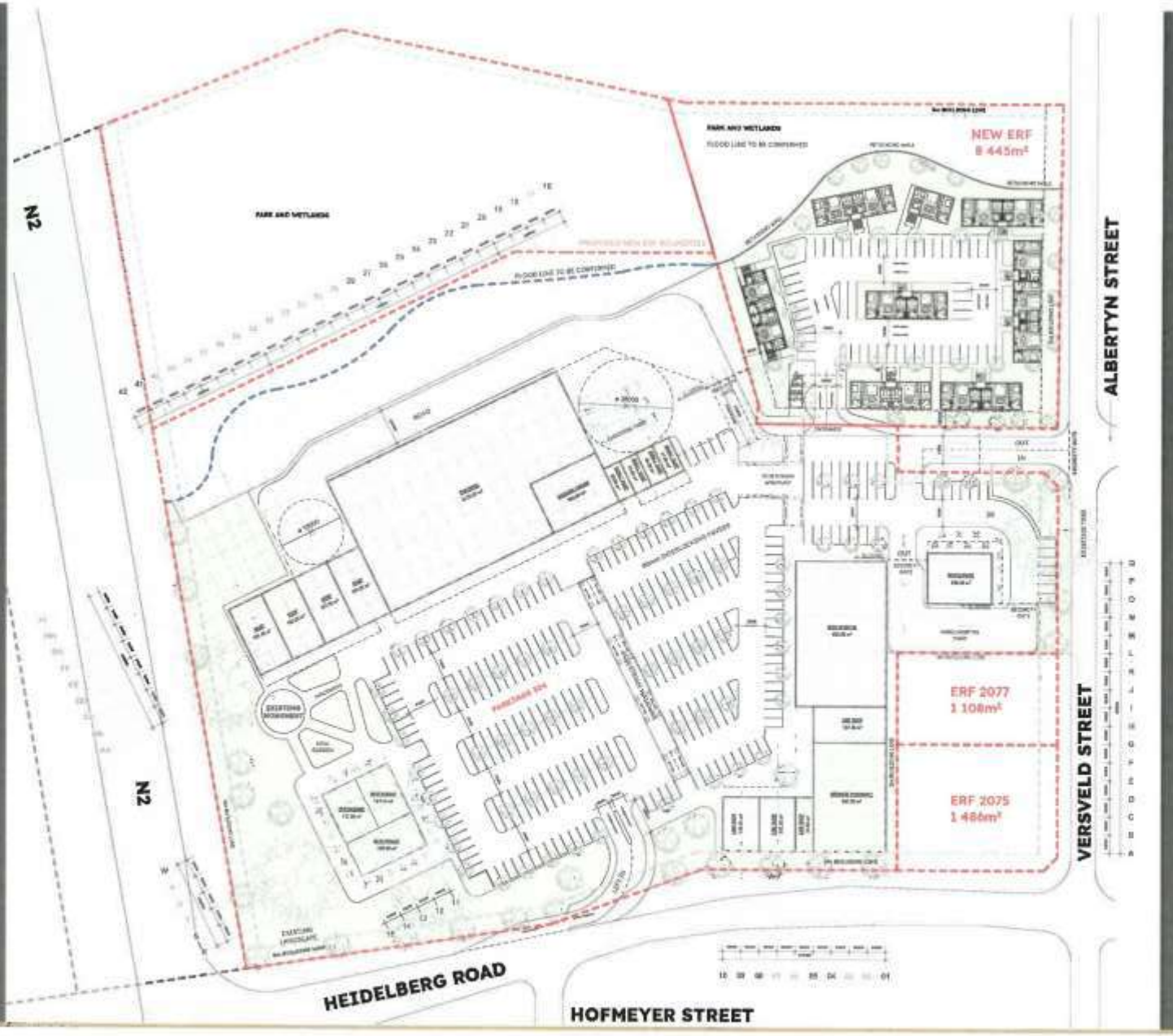
Die monument kan 'n prominente posisie in die sentrumuitleg behou/ opneem. Verder is ons bekend met die hantering van vloedlyne en waterlisensies as deel van die goedkeuringsprosesse. Ons besef ook dat n behoorlike proses en publieke deelname belangrik sal wees.

Aangeheg is n konseptuele voorstel van die winkel sentrum met n perspektiewe.

Laat weet asseblief indien enige verdere inligting van ons verlang word. Ons aanvaar dat prysbepaling eers ter sprake sal kom as Hessequa in beginsel die projek ondersteun en proses duidelik is.



18 SITE DEVELOPMENT PLAN - OPTION 1



SITE DEVELOPMENT PLAN - OPTION 2

VISUALISATION

Checkers

Certificate issued by the Companies and Intellectual Property Commission on Tuesday, September 10, 2024 04:25
Certificate of Confirmation

Companies and Intellectual Property Commission

Registration number	**2019 / 381698 / 07**
Enterprise Name	**DORPSTRAAT CONVENIENCE RETAIL INVESTMENTS (PTY) LTD**
Enterprise Shortened Name	**None provided.**
Enterprise Translated Name	**None provided.**
Registration Date	**31/07/2019**
Business Start Date	**31/07/2019**
Enterprise Type	**Private Company**
Enterprise Status	**In Business**
Financial year end	**February**
Main Business/Main Object	
Postal address	**P O BOX 562 STELLENBOSCH STELLENBOSCH WESTERN CAPE 7599**
Address of registered office	**102 DORP STREET STELLENBOSCH STELLENBOSCH WESTERN CAPE 7600**
Location of Company Records	**DE WATERKANT BUILDING 10 HELDERBERG STREET STELLENBOSCH 7600**

Certificate issued by the Companies and Intellectual Property Commission on Tuesday, September 10, 2024 04:25
Certificate of Confirmation

Companies and Intellectual Property Commission

Registration number	**2019/381698/07**
Enterprise Name	**DORPSTRAAT CONVENIENCE RETAIL INVESTMENTS (PTY) LTD**
Name	
Postal Address	

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appointment date	Addresses
KRUGER, JAN HENDRIK	6911155008081	Director	07/11/2019	Postal: P O BOX 562, STELLENBOSCH, WESTERN CAPE, WESTERN CAPE, 7599 Residential: 20 HENDRIK BOOM STREET, ERF 350, DE ZALZE WINELANDS GOLF ESTATES, WESTERN CAPE, 7570
FOURIE, JACOBUS PETRUS	7502165017086	Director	07/11/2019	Postal: P O BOX 562, STELLLENBOSCH, NO ADRESS, WESTERN CAPE, 7599 Residential: 22 BRADWELL ROAD, VREDEHOEK, WESTERN CAPE, WESTERN CAPE, 8001

RMB

NOTIFICATION OF PAYMENT

To Whom it may Concern:

RMB Private Bank hereby confirms that the following payment instruction has been received:

Date Actioned	: 2026/04/09
Time Actioned	: 09:39:07
Trace ID	: 2JCCQ14P

Payer Details

Payment From	J S SWART
Cur/Amount	ZAR159.00

Payee Details

Recipient/Account no	: ..024174
Name	: HESSEQUA MUNISIPALIT
Bank	: FIRST NATIONAL BANK
Branch Code	: 250655
Reference	: AANSOEK FOOI

END OF NOTIFICATION

To authenticate this Payment Notification, please visit our website at rmbprivatebank.com, select the Banking Tools link on the left hand menu, followed by the Verify Payment link and follow the on-screen instructions.

Our customer (the payer) has requested that we send this notification of payment to you. Should you have any queries regarding the contents of this notice, please contact the payer.

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5 Merchant Place, 9 Fredman Drive, Sandton
PO Box 785611, Sandton, 2146
Tel: +27 11 303 5000 Fax: +27 11 301 4350
Regional Offices: Pretoria, Hillcrest, Umhlanga, Portside, Tyger Valley, Stellenbosch
Service Suite: 0875755411

DDP
Property Valuation Experts

Valuation Report

AN UNREGISTERED AND PROPOSED PORTION OF THE REMAINING EXTENT OF ERF 2080 RIVERSDALE, HESSEQUA MUNICIPALITY, WESTERN CAPE

CNR. N2 NATIONAL ROAD & HEIDELBERG ROAD, RIVERSDALE WESTERN CAPE PROVINCE

Reference number
ACT16391
Purchase Order
1039987

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www.ddp.co.za

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1. CONTACT DETAILS

Client / Instructing Party	Hessequa Municipality: Property Management
Name	Franklin Saayman
Title	Administrative Office
Organisation	Hessequa Municipality
Address	Civic Centre Van Den Berg Street, Riversdale 6670
Phone	+27 (28) 713 7948
Email	franklin@hessequa.gov.za
Website	www.hessequa.gov.za

Valuer / Company	DDP Valuers (Pty) Ltd
Name	Adele Locker
Title	Professional Valuer
Address	Office 10, 1st Floor, Beacon House 123 Meade Street George
Phone	+27 (21) 910 2300
Fax	+27 (86) 675 8242
Mobile	+27 (78) 615 9455
Email	adele.locker@ddp.co.za
Website	www.ddp.co.za

2. SUMMARY OF KEY FACTS

Subject Property	An unregistered and proposed portion of the Remaining Extent of Erf 2080 Riversdale, Hessequa Municipality, Western Cape
Physical Address	Cnr. N2 National Road & Heidelberg Road, Riversdale
Registered Owner	Hessequa Municipality
Date of Inspection	02 June 2026
Effective Date of Valuation	22 June 2026
Method of Valuation	Market Approach (Comparable Sales)
Zoning	Business Zone I (Refer to Par. 3.8)
Property Type	An unregistered portion of vacant land earmarked for business development
Erf Extent	7.0209ha (registered) (RE of Erf 2080 Riversdale)
Extent of Proposed Portion	3.72ha
Quality of Accommodation Offered	Not applicable
Compensation Value	**R9 300 000.00**

3. INTRODUCTION

3.1. INSTRUCTION

Hessequa Municipality represented by Mr Franklin Saayman, instructed DDP Valuers (Pty) Ltd to determine the fair market value of the subject properties as described in this report.

3.2. PURPOSE OF VALUATION

The purpose of this valuation report is to determine the fair market value of a portion of the Remaining Extent of Erf 2080 Riversdale for disposal purposes as at the date of valuation.

3.3. METHOD OF VALUATION

Market Approach

The market approach is based on comparing the subject asset with identical or similar assets (or liabilities) for which price information is available, such as a comparison with market transactions in the same, or closely similar, type of asset (or liability) within an appropriate time horizon.

The International Valuation Standards 2020 defines the sales comparison method as: "The comparable transactions method, also known as the guideline transactions method, utilises information on transactions involving assets that are the same or similar to the subject asset to arrive at an indication of value."

3.4. DEFINITION OF OPEN MARKET VALUE

The estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

3.5. DATE OF INSPECTION

02 June 2026

3.6. EFFECTIVE DATE OF VALUATION

22 June 2026

3.7. INFORMATION SOURCES

Client – Hessequa Municipality
Office of the Surveyor General
South African Transfer Property Guide
Deeds Office – Cape Town
Own records
Various Property Professionals

3.8. ASSUMPTIONS

An assumption is made where it is reasonable for the valuer to accept that something is true without the need for specific investigation or verification. Any such assumption must be reasonable and relevant having regard to the purpose for which the valuation is required – refer RICS Valuation Global Standards 2020 for examples of assumptions.

- We have been instructed to determine a market-related value for the land component of a proposed and unregistered portion known as Jurisch Park, measuring approximately 3.72ha that forms part of the Remaining Extent of Erf 2080 Riversdale, for disposal purposes. The valuation is to exclude all immovable structures and the bowling greens.
- The proposed zoning to be considered is Business Zone I, with the intended development and use being a commercial shopping centre.
- In terms of the request, the valuer is required to account for any areas that are not developable due to environmental constraints. As no environment impact assessment was available, we have assumed an area surrounding the current riverbed. We reserve the right to amend this report should information be forthcoming indicating differently.
- The buyer will be responsible for the provision of civil and electrical services.
- The SG Diagram indicates that a right-of-passage traverses the proposed area. We have not perused the title deed and are therefore unable to comment on any servitudes that may be registered against the subject property. An assumption was made that any such servitudes will be addressed during the rezoning application process. We reserve the right to amend this report should additional information become available indicating otherwise.

3.9. SPECIAL ASSUMPTIONS

None.

- A special assumption is made by the valuer where an assumption either assumes facts that differ from those existing at the valuation date or that would not be made by a typical market participant in a transaction on that valuation date – refer RICS Valuation Global Standards 2020 for examples of special assumptions.

4. TITLE DEED INFORMATION

Deed Description	Remaining Extent of Erf 2080 Riversdale, Hessequa Municipality, Western Cape Province
LPI Codes	C06400030000208000000
Registered Owners	Hessequa Municipality
Extent of Site – Mother Erf	7.0209ha (cadastral)
Historical Purchase Price	Not available
Historical Purchase Date	Not available
Title Deed Numbers	T102434/2007
Date of Transfer	19 December 2007
Endorsements	None noted on Aktex
Servitudes	None noted on Aktex – A right of passage is indicated on the SG Diagram traversing across the proposed area. No further detail was provided.

5. ZONING INFORMATION AND LOCAL AUTHORITY VALUATION

Name of Local Authority	Hessequa Municipality	
Proposed Six Erven	Permissible	Actual
Zoning	Business Zone I	Vacant Land
Coverage	60%	Vacant Land
Height	15 metres to top of roof	Vacant Land
FAR, FSR, Bulk	1	Vacant Land
Building Line	5m – Street 4.5m – Side & Rear	Vacant Land
Parking Ratio	According to Site Development Plan	Vacant Land
Comments	The objective of this zone is to provide for intensive business and mixed-use development with relatively few restrictions in order to promote urban vitality and economic growth.	
Local Authority Valuation	R1 300 000.00	
Category	Municipal	
Date of Implementation	01 July 2025	
Comments	The municipal value indicated above pertains to the mother erf. Once the subdivision is completed the proposed portions will be included in the General Valuation	

6. LOCATION AND SITUATION

6.1. LOCATION

The proposed subject property is situated on the northern corner of the intersection between the N2 National Road and Heidelberg Road. The subject property forms an open space at the entrance to Riversdale with excellent exposure onto the N2 that traverses in a northwest/southeast direction between Swellendam and Mossel Bay. The immediate area constitutes a mixed-use area and is characterised by residential and business use.

The proposed subject property will enjoy easy access to the N2 National Road and the main route towards Riversdale CBD. Various amenities are located in close proximity.

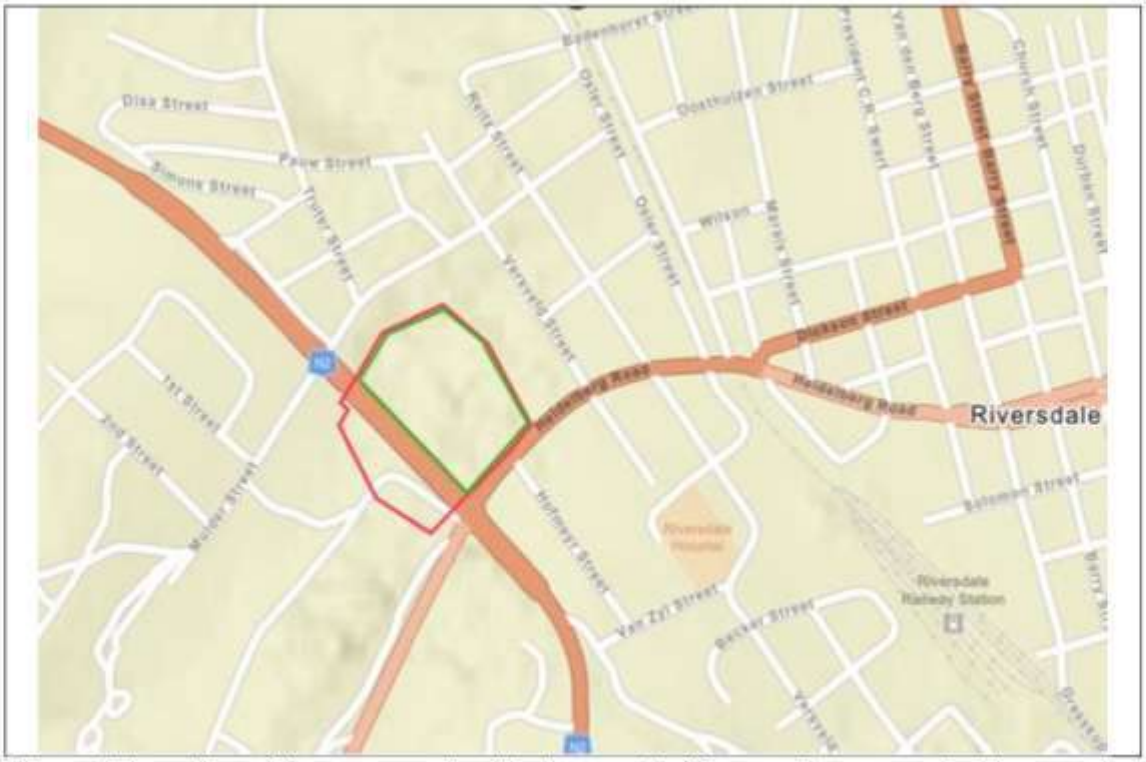


Figure 1: Location of the proposed subject property (Proposed area marked in green)

Figure 2: Aerial view of the proposed subject property

6.2. ACCESS

The N2 National Road serves as the main arterial route through Riversdale, providing connectivity between Swellendam and Mossel Bay. Access to the proposed subject property is gained by turning northeast from the N2 National Road onto Heidelberg Road, with the existing entrance to Jurisch Park situated approximately 40 metres further along on the left-hand side.

Co-ordinates at the centre of the proposed portion.
34° 5'31.47"S 21°15'3.75"E

6.3. TOPOGRAPHY

The proposed portion of the Remaining Extent of Erf 2080 presents an irregular-shaped site with a gain in elevation of 8.7m over 269m from the northern boundary towards the south. The erf faces west along Heidelberg Road and northeast along the N2 National Road.

It should further be noted that a non-perennial river runs along the northern boundary of the proposed property and discharges into a catchment dam located to the northwest of the clubhouse and the north-western bowling green. The dam is constructed and supported with gabions along its northwestern side.

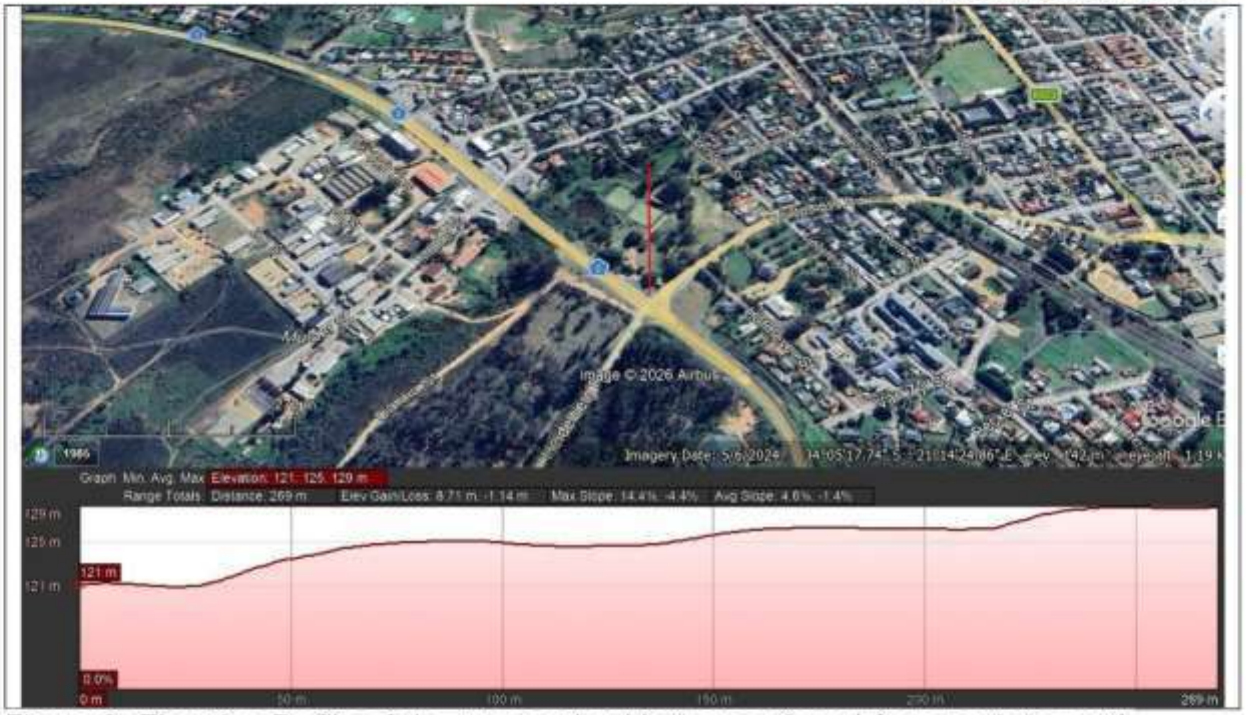


Figure 3: Elevation Profile of the proposed subject area viewed from north to south (Source: Google Earth)

7. HIGHEST AND BEST USE[1]

The highest and best use for the proposed subject property is considered **Business Property** because:

- The proposed design and layout of the property;
- The proposed rezoning to Business Zone I;
- The excellent exposure onto the National Road and along the main arterial leading to the Riversdale CBD; and
- The proximity to businesses and transport nodes.

8. DESCRIPTION OF IMPROVEMENTS

Structural Improvements

Although the proposed portion is improved with a clubhouse and two bowling greens, these improvements have been excluded from the valuation in accordance with the instruction to determine the land value only. Based on information received from the municipality, the bowling club is to be relocated.

[1] A term meaning the reasonable, probable and permissible use that will support the highest present value, as of the effective date of valuation

Parking and Loading

Not applicable.

Site Improvements

Not applicable.

Security

Not applicable.

Construction Material and Finishes

Not applicable.

Construction Areas

Not applicable.

9. MARKET COMMENTARY

9.1. MACRO

GDP

South Africa's GDP forecast remains modest driven by improved energy supply and structural reforms. Statistics South Africa data shows a quarterly growth of 0.5%, marking the sixth consecutive quarter of economic expansion.

Consumer Price Index (CPI) – Inflation

South Africa's annual consumer price inflation reached 4.5% in May 2026, up from 4.0% in April. This was the highest rate recorded since July 2024 and above the South African Reserve Bank's new target of 3%, but still below the market expectations of 4.7%.

The increase reflected the ongoing elevated fuel prices facing South Africa. The war between the US and Iran and the subsequent closure of the Strait of Hormuz led to oil prices skyrocketing.

The average annual inflation was:

Year	Annual Average
2019	4.1%
2020	3.3%
2021	4.5%
2022	6.9%
2023	6.0%
2024	4.4%
2025	3.2%

Interest Rates

The Monetary Policy Committee of the SARB recently hiked interest rates by 25 basis points, raising the repo rate to 7.0% and the prime rate to 10.5%.

9.2. MICRO

The Hessequa Municipality is situated within the Garden Route District in Western Cape Province. It lies at the foot of the Langeberg Mountains, with its boundaries stretching along the southern Cape coast from the Breede River in the west to Gouritsmond in the east. It is the largest of seven municipalities in the district, making up a quarter of its geographical area. The N2 National Road forms the main transportation conduit across the municipality.

The economy of the Hessequa Municipality is diversified, with finance and business services, trade, and manufacturing being the largest sectors. Agriculture also plays a significant role, with opportunities for agri-processing and tourism linked to the natural environment.

The CBD was relative busy on the day of inspection and home to retail centres, local and provincial government offices, craft & tourism-related businesses, and various service industries. The proposed subject property is located on the edge of the Riversdale CBD with business use located opposite and northwest, institutional to the east, and residential use towards the north and northeast.

Riversdale caters to a large catchment area and is seen to be a desirable destination.

9.3. RETAIL PROPERTY MARKET

The retail property sector currently occupies a middle position between the relative weakness of the office sector and the strength of the industrial sector. National retail ratings have improved, indicating a gradual normalisation of market conditions. Demand has stabilised as retailers increasingly prioritise high-performing locations over expansion, while supply is rebalanced through the closure of underperforming assets and repurposing surplus space.

Retail property performance is increasingly linked to assets that align with modern living and shopping patterns. Grocery-anchored centres remain resilient and attractive, as they combine daily necessity retail with value-driven shopping. Destination retail can also perform well where it is actively managed, particularly where tenant mix, leasing discipline, parking flow, safety and marketing are treated as core operational priorities. According to Business Day, recent increases in fuel and public transport costs have contributed to a shift towards local, hyper-convenient shopping. As a result, township and rural shopping centres are gaining momentum relative to traditional suburban malls, with consumers showing a growing preference to shopping closer to home.

Successful investors are increasingly assessing opportunities at node level rather than by town, city and province alone. Investment decisions are focused on specific catchments defined by access, security, tenant ecosystems and operational resilience.

There is also a growing demand for mid-sized retail hubs that offer a balanced combination of convenience, affordability and accessibility for both retailers and shoppers.

10. COMPARABLE SALES

The most accurate method to determine an appropriate rate is through evidence produced by actual market transactions. This information is not always readily available, as there is an encumbrance of confidentiality of transactions, corporate transfers and lack of access which hamper the comparison process. Vacant land parcels that offer similar real rights were considered.

We have therefore considered vacant business land, comparing favourably in terms of either locality and/or extent similar to the proposed subject property. A limited number of transactions however, occurred within Riversdale. Therefore, the research was extended to similar rural towns within the Garden Route as well as Overberg regions.

The necessary adjustments for land use right, demand and market conditions, as well as services will be made.

Comparable Sale One

Deed Description	Erf 7648 Riversdale
Address	Versveld Street, Morestond, Riversdale
Date of Sale	26 September 2022
Purchase Price	R2 000 000.00
Accommodation Offered	Residential – Vacant Land
Erf Extent	14 709.00m²
Selling Rate	R135.97/m² *R166.00/m² - CPI adjusted*

Additional Comments

The comparable property is situated adjacent to the proposed portion and comprises vacant land intended for residential development. It represents the only comparable transaction involving a larger land parcel within Riversdale township in recent years and is considered relevant due to its location. As the transaction is dated, a time adjustment based on the annual CPI has been applied.

An upward adjustment has been applied in determining an appropriate market selling rate, having regard to the superior business zoning of the proposed unregistered subject property.

Comparable Sale Two

Deed Description	Erf 7778 Riversdale
Address	President CR Swart, Morestond
Date of Sale	27 January 2022
Purchase Price	R3 579 168.00
Accommodation Offered	Business Zone I
Erf Extent	1 810.00m²
Selling Rate	R1 123.81/m² *R2 414.17/m² - CPI adjusted*

Additional Comments

The comparable property is located within the Riversdale CBD. An existing structure was demolished to make way for new development. The comparable enjoys good exposure being located opposite the SuperSpar in Riversdale. As the transaction is dated, a time adjustment based on the annual CPI has been applied.

A downward adjustment has been applied in determining the appropriate market selling rate for the proposed subject property, as the comparable property is considerably smaller in extent. Accordingly, a lower selling rate is considered warranted for the proposed subject property.

Comparable Sale Three

Deed Description	Erf 2780 Swellendam
Address	91 Voortrek Street, Swellendam
Date of Sale	15 October 2020
Purchase Price	R8 193 750.00(Incl VAT) R7 125 000.00 (Excl VAT)
Accommodation Offered	Vacant Land
Erf Extent	9 246.00m²
Selling Rate	R770.60/m² *R1 016.00/m² - CPI adjusted*

Additional Comments

The comparable property comprises a portion of land suitable for similar retail development within Swellendam CBD. It enjoys good visibility and access onto Voortrek Street. Consolidation of the adjacent properties acquired by the same developer enabled a large retail strip development completed during 2024/5.

A downward adjustment has been applied in determining the appropriate market selling rate for the proposed subject property, as the comparable property is smaller in extent. Accordingly, a lower selling rate is considered warranted for the proposed subject property.

Comparable Sale Four

Deed Description	Erf 4286 Struisbaai
Address	R319 Main Road, Struisbaai
Date of Sale	21 September 2021
Purchase Price	R9 154 000.00
Accommodation Offered	Business Zone I
Erf Extent	24 769.00m²
Selling Rate	R369.57/m² *R471.50 – CPI adjusted*

Additional Comments

The comparable offers a slightly smaller site extent compared to the proposed subject property. It is similarly located on the main road towards Struisbaai with good exposure to passing trade.

Struisbaai is considered to have demographic characteristics similar to those of Riversdale, based on the average household income range of permanent residents.

A downward adjustment has been applied in determining the appropriate market selling rate for the proposed subject property, having regard to the smaller extent of the comparable property and the environmental constraints affecting the proposed subject area.

Comparable Sales Conclusion

The above-mentioned comparable transactions were included to serve as a guideline, indicating the general market selling rates achievable for business-zoned vacant land.

No environmental impact studies were available to confirm the exact environmental constraint area. The municipality provided a document indicating the proposed layout of the developer's proposed development. In accordance with the proposed layout, an estimated extent of 10 000.00m² along the western boundary was considered undevelopable due to environmental constraints and viewed as "open space" to be incorporated within the design and future layout. A downward adjustment in the land selling rate is appropriate to not only reflect the environmental constraints, but also the higher development costs associated with water-use licences, environmental impact assessments and the construction of a suitable retaining structure.

Comparables 2, 3 and 4 reflect business-zoned land sales with selling rates ranging from R470.00/m² to R2 400.00/m², and land extents ranging from 1 810.00m² to 24 769.00m². In accordance with the instruction received, the total extent of 3.72ha included the portion with environmental constraints. After deducting the "open space" extent, the remaining developable area of 27 200.00m² was derived. No further allowance was made for the stormwater drainage located along Heidelberg Road, as this was considered to form part of the overall site development and expected to be addressed during the design phase.

An adjustment is required to account for the larger extent, location and proximity to major routes and amenities, as well as demand (refer to Appendix C for the sliding-scale adjustment). A selling rate of R250.00/m² was considered and applied.

Applying then a land selling rate of R250.00/m² based on the proposed land extent of 37 200.00m², results in a rounded market value of **R9 300 000.00 (Rounded)(Excl VAT).**

11. VALUE SUMMARY

Compensation for the Proposed Subject Property:

Description	Value Determination
An unregistered portion of RE Erf 2080	37 200.00m²
Rate/m²	R250.00/m²
Total	R9 300 000.00
Proposed Compensation (Rounded)	**R9 300 000.00**

In Conclusion:

The following was concluded:

THE COMPENSATION AMOUNT FOR AN UNREGISTERED AND PROPOSED PORTION OF APPROXIMATELY 37 200.00M² OF THE REMAINING EXTENT OF ERF 2080 RIVERSDALE WAS DETERMINED AT:
R9 300 000.00 (Nine Million Three Hundred Thousand Rand Only)

12. CONDITIONS AND RECOMMENDATIONS

This valuation is subject to the following conditions and recommendations

12.1. This valuation report is based on the assumption that no onerous conditions exist on the title deed. Should any such onerous conditions exist, this office reserves the right to alter this valuation report accordingly.

12.2. All assumptions as indicated under par.3.8 of this report.

12.3. No disposal costs or VAT was considered within this valuation.

An unregistered and proposed portion of the Remaining Extent of Erf 2080 Riversdale, Hessequa Municipality, Western Cape

DECLARATION

Having inspected the above-mentioned property and after taking due consideration of all the relevant factors, I, **Adele Locker,** in my capacity as a **Professional Valuer**, consider the above valuation to be a true reflection and a fair assessment of the subject property's market value, as at the date of valuation.

Adele Locker
Professional Valuer (South Africa)
SACPVP Reg. No 7405

DATE: 22 June 2026

APPENDIX A: BRIEF/ INSTRUCTION

HESSEQUA
Local Municipality

PO Box 29
Riversdale
6670

+27 28 713 8000
+27 28 713 3148
info@hessequa.gov.za

Page 1 of 2

Requisition Number
93045

Order Number
0001039987

Date
20260529

VAT Reg No: 4780193258

PURCHASE ORDER

Delivery address: HESSEQUA MUNISIPALITEIT, RIVERSDAL BURGERSENTRUM, VAN DEN BERG STRAAT, RIVERSDAL, 6670

Supplier: DDP VALUERS(PTY)LTD PO BOX 40408 MORELETA PARK 0081	Contact Number: 0123599100 Creditor Number: 071903 Contact Person: NTABISENG SAHOA

Please supply the following goods / services specified below

Item No	Description	Qty	Unit Price	Item Disc %	Price incl. VAT
A001	VALUATION FEE	1.000	10000.00	0.00	11,500.00
A002	TRAVELLING COST	1.000	1225.00	0.00	1,408.75

Sub Total	R11,225.00
Total Disc	R.00
VAT	R1,683.75
TOTAL	R12,908.75

APPENDIX B: TITLE DEED SUMMARY

Property Report

DDP
Property Valuation Experts

Client:	DDP Valuers (Pty) Limited
User:	Brian Pritander
Tracking #:	Blueprint_Prop:20260623112639
Report Date:	2026/06/23
Report #:	67622664

Property Details

Property Type:	FREEHOLD (ERF)	Legal Description:	RE of Erf 2080 RIVERSDALE RIVERDALE MUN WESTERN CAPE
Province:	WESTERN CAPE	Municipality:	Hessequa
Township:	RIVERSDALE	Erf #:	2080
Portion #:	0		
Suburb:	Not Available	Street:	Not Available
Street #:	Not Available		
Last Sales Date:	0	Last Sales Price:	Not recorded in Deeds Registry
Land Size (Registered):	7.0209 ha	Coordinates (Lat Long):	Google Maps: Coordinates not available |
Land Size (Cadastral):	Not recorded in Deeds Registry	SG Code:	C0640003000020800000
Estimate Size Under Roof:	Not Available		

* Property Appears to be a Remaining Extent

Owner Details

Owner Name	ID / Registration Number	Title Deed No	Share
MUN HESSEQUA		T102434/2007	

Imagery

No imagery available

Sales In Execution and Properties In Possession

No data for Sales In Execution and Properties In Possession

Bond Details

No bonds registered on the selected property

Other Endorsements

No endorsements info on the selected property

Servitudes

No servitudes info on the selected property

Transfer History

Buyer Name	Seller Name	Reg Date	Purchase Date	Purchase Price	Title Deed No
MUN HESSEQUA	MUN HESSEQUA	20071219			T102434/2007

APPENDIX C: LOCAL AUTHORITY VALUATION

Remaining Extent of Erf 2080 Riversdale

Municipal Valuation

Municipal Valuation:	R 1300000	**Year of Valuation:**	2021
Rating Period:	2024/2025	**Estimated Monthly Rates:**	Not Available
Usage Category:	MUNICIPAL	**Usage:**	MUNICIPAL

Sliding scale adjustment

Comp Sale	Property	Extent m²	Sales Price	Date	Adjusted sales price	R/m²
1	Sale 2	1810.00	R3,579,168.00	27/01/2022	R4,369,647.70	R2,414.17
2	Sale 3	9246.00	R7,125,000.00	15/10/2020	R9,393,936.00	R1,016.00
3	Sale 4	24769.00	R9,154,000.00	21/09/2021	R11,678,583.50	R471.50
Total		35825.00			R25,442,167.20	
Average		17007.50			R10,936,259.75	R619.51
			1.31			

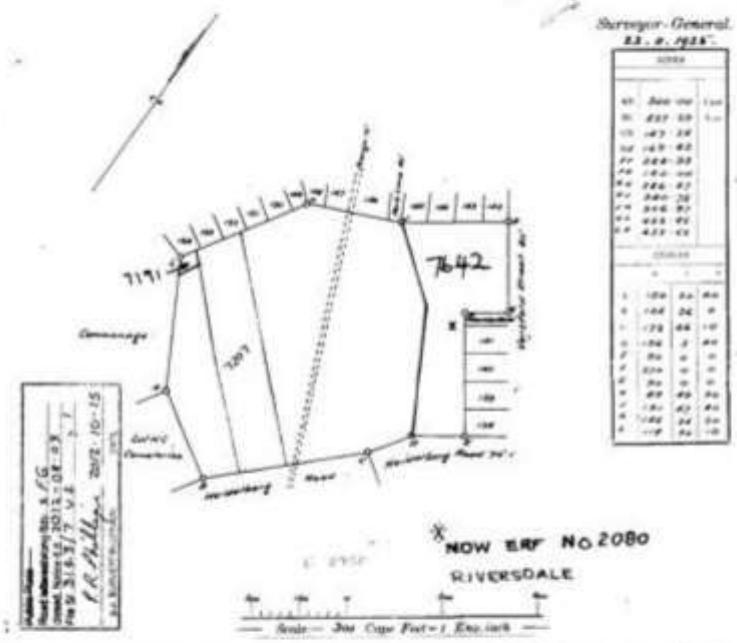
Extent m²	10000	12000	13000	14000	15000	16000	17000	20000	23000	28000	31000	34000	37000	40000	43000
		10%<		10%<		10%		<10%		<10%		<10%		<10%	
Adjustm	R825.22		R750.20		R682.00		R620.00		R560.00		R450.00		R320.00		R190.00
R/m²		R787.71		R716.10		R651.00		R590.00		R505.00		R385.00		R255.00	

APPENDIX D: LOCALITY MAP

APPENDIX E: SURVEYOR GENERAL DIAGRAM

No. A4305 1925 Approved

Surveyor-General.



The above diagram A.B.C.D.E.F.G.H.J.K.L. represents 8 Morgen 140 Sq Roods 134 Sq. feet of Ground situate in the TOWNSHIP OF RIVERSDALE, Division of Riversdale, being LOT No. 220 of portion of that part of the farm "Doornkraal", transferred to the Directors of a Society for establishing a building for Religious purposes and the formation of a Village at Doornkraal, on the 24th July, 1838.

Bounded as indicated above.

I certify that this diagram belongs to the Deed issued this day in favour of The Council of the Municipality of Riversdale

Surveyed and beaconed by me according to Regulations.

Surveyor-General

October,

FOR ENDORSEMENTS SEE BACK OF DGM.

APPENDIX F: PHOTOGRAPHS

CAVEATS

1. FULL DISCLOSURE

This valuation is prepared on the basis that full disclosure of all relevant information and factors that could affect the valuation will be made available to DDP. DDP accepts no responsibility whatsoever for the valuation if it should transpire that a full disclosure of all relevant factors was not made.

2. THIRD PARTY INVOLVEMENT

Where reliance is placed on information supplied by third parties in undertaking the evaluation, DDP will assume such information to be substantially correct. We accept no liability or responsibility whatsoever for the valuation if it should transpire that the information supplied was substantially incorrect.

3. VALUATION STANDARD

This valuation is prepared in accordance with the requirements as adopted by the South African Council for the Property Valuers Profession, the South African Institute of Valuers and the International Valuation Standards Committee.

4. FREEHOLD PROPERTY

In the case of freehold properties, DDP will inspect the relevant Title Deed documents when available. Should perusal of the Title Deed cause concern, DDP shall make specific reference to this in the Valuation Report. Where the Title Deeds are not available, DDP will assume that good title can be shown, and that the property is not subject to any unusual or especially onerous restrictions, encumbrances or outgoings.

5. MORTGAGE BONDS, LOANS OR OTHER CHARGES

The property will be valued as if wholly owned with no allowance made for any outstanding monies due in respect of mortgage bonds, loans or other charges. No deductions shall be prescribed in the valuation for the cost of acquisition, such as legal or transfer fees, or the costs involved in the disposal of the asset(s).

6. CALCULATION OF AREAS

Where the Client (or his/her representative) provides any surface areas, DDP assumes such surface areas have been calculated in accordance with the SAPOA standard method of measurement. Where a Valuer measures the surface areas on site, the SAPOA standard method of measurement shall be employed.

7. PLANS

Any plans included in our Valuation Report are for identification and orientation purposes only and are not necessarily to scale.

8. PROPERTY BOUNDARIES

The property boundaries as indicated to the Valuer by the Client (or his/her appointed agent), or the boundaries as indicated by plans supplied by the Client, are assumed to be the legal extent of the property. Any variation of these boundaries by extension or omission, and the resultant inclusion or omission of any improvements as a result, will not be regarded as the responsibility of the Valuer. DDP accept no liability or responsibility whatsoever for the valuation outcome should it transpire that any boundaries were incorrectly pointed out.

9. OUTGOINGS

It is assumed, except as otherwise stated, that the property is subject to the normal property owner's outgoings and that there are no onerous restrictions or unusual covenants of which DDP have no knowledge. In preparing the valuation, DDP will form our opinion of outgoings, having reference to the various schedules of outgoings supplied by the Client (or his/her representative).

10. STRUCTURAL CONDITION

The property(ies) will be valued in its existing state. In the event of its ownership or use changing in such a manner that the local authority requires the upgrading of the premises to comply with fire protection and other regulations, it may be necessary to reduce the valuation by the amount covering the cost of such compliance. DDP will have regard to the apparent state and condition of the property(ies) but will not carry out a structural survey, nor inspect areas, which are potentially covered, unexposed or inaccessible, neither will DDP arrange for the testing of electrical, heating or other services. The valuation assumes that the services and structures are in a satisfactory state of repair and condition, unless otherwise stated in our report. The valuation will further assume that improvements are erected in accordance with the relevant Building and Town Planning Regulations as well as the Local Authority by-laws. DDP will not inspect woodwork or other parts of the structure, and DDP are therefore unable to determine whether such parts of the property are free from rot, beetle or other defects. DDP will assume that no deleterious, hazardous materials or techniques were used in the construction of the property or have since been incorporated.

11. CONTAMINATION

DDP will assume that a formal environmental assessment will not be provided and further, that the property is not environmentally impaired nor contaminated, unless otherwise disclosed by the Client.

12. VACANT LAND

DDP will assume that no soil or substratum tests have been undertaken on the property and it is assumed that the property is suitable for the intended purpose, without having to provide excessive reinforcement to any structure built thereon.

13. STATUTORY NOTICE AND UNLAWFUL USE

DDP will assume that the property and its value are unaffected by any statutory notice, and that neither the property, nor its condition, nor its use, nor its intended use, is or will be unlawful.

14. INDIVIDUAL PROPERTIES

The values to be reported are for individual properties. No allowance will be made for any premium, which may be applicable for an assembled portfolio of properties, nor will a discount be allowed for any flooding of the market, which may exist if all, or if a majority of the properties are offered for simultaneous sale.

15. CONFIDENTIALITY

This valuation is produced exclusively for the client and for the specific purposes to which it refers. It may be disclosed to other professional advisers assisting you in respect of that purpose. We accept no responsibility whatsoever to any parties other than yourselves who make use of this valuation.

DDP Group* values your privacy. Please note that by providing your personal information, you are giving DDP Group permission to process and store your personal information according to our PoPI Compliance Manual. The information that we process concerning our users is only used for the sole purpose that it is given for. Your information will only be shared with third parties as mandated by legislation. If you have any objections or questions, please contact our Information Officer (io@ddp.co.za).

DDP Group accepts no liability for any loss, damages and/or expenses of any nature which may arise as a result of, or which may be attributable directly or indirectly from information made available to us, or actions or transactions resulting therefrom. Please refer to our Privacy Policy for more information (https://ddp.co.za/legal/).

In the event of any changes to your personal information, you have an obligation to inform DDP Group within 30 days.

For more information regarding DDP Group, please refer to our website (https://ddp.co.za/legal/).

16. NON-PUBLICATION

Neither the whole nor any part of this valuation, nor any reference thereto, may be included in any published document, circular or statement, nor published in any way without the written approval of DDP.

17. INDEPENDENT VALUERS CLAUSE

Neither the Valuer, nor any employee, will have any present or contemplated interest in this or any other properties or any other interests, which could affect the statements or values, contained in any Valuation Report. The valuation produced will therefore be undertaken on a completely independent basis by a Registered Valuer employed by

DDP, a company which specialises in valuation and which does not trade in the valued assets.

18. VALUE ADDED TAX

All figures quoted are exclusive of Value Added Tax.

19. COURT CASES

Should this report, or any portions of the report, require professional representation from DDP in any legal or court proceedings, additional professional fees will become applicable.

20. LIABILITY

It is agreed that the maximum aggregate liability of DDP to the Client in respect of any loss or damage that may result from this engagement will be limited to a maximum of 300% of the fees paid or payable under this quotation.

Property Valuation Experts

HESSEQUA
Plaaslike Munisipaliteit

2026

VERHURING EN VERVREEMDING VAN MUNISIPALE EIENDOM

Kennis geskied hiermee ingevolge die voorskrifte van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003), saamgelees met die Munisipale Bate Oordrag Regulasies, 2008 (R 878 van 2008), sowel as die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet No. 32 van 2000), dat die munisipaliteit van voorneme is om die onderstaande munisipale eiendomme aan die volgende persoon / instansie te verhuur of te verkoop:

VERHURING

AAN-SOEKER	EIENDOMS-BESKRYWING	DOEL	HUURBEDRAG (BTW UITGESLUIT)	HUUR-TERMYN
Willem Salmon	'n Gedeelte (ongeveer 1500 vk.m) van Erf 1410, Heidelberg.	Die huurder is van voorneme om 'n staalstruktuur op die eiendom op te rig vir die vervaardiging, diens en herstel van staalprodukte en landbou-implemente.	Die huurbedrag sal deur 'n gekwalifiseerde waardeerder bereken word.	9 jaar en 11 maande.

VERKOOP

AAN-SOEKER	EIENDOMS-BESKRYWING	DOEL	KOOPSOM (BTW UITGESLUIT)
Dorpstraat Convenient Retail Investments (Edms) Bpk	'n Gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal bekend as Jurisch Park.	Die munisipaliteit het 'n aansoek van die verteenwoordiger van Dorpstraat Convenient Retail Investments (Edms) Bpk ontvang vir die direkte aankope van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal vir die ontwikkeling van 'n kommersiële winkelsentrum en residensiële wooneenhede. Die spesifieke eiendom word as nie-lewensvatbare eiendom beskou en derhalwe is die direkte vervreemding in beginsel goedgekeur, onderhewig aan die publieke deelname proses. Die rede waarom die eiendom as nie-lewensvatbaar beskou word is weens die omgewingsfaktore wat die ontwikkelingspotensiaal van die eiendom in isolasie, beperk.	Die koopsom, gebaseer op die billike markwaarde van die eiendom, beloop die bedrag van R 7 893 690.00 (BTW uitgesluit). Die aansoeker is verantwoordelik vir die volgende kostes: 1) Hervestiging van die bestaande rolbalbane en klubhuis op 'n alternatiewe terrein, soos deur die Munisipaliteit goedgekeur. 2) Die grondgebruikaansoekkostes welke insluit 'n omgewingsimpakstudie, onderverdeling, konsolidasie en hêrsonering. 3) Die aansluiting tot en opgradering van siviele en elektriese dienste. 4) Kapitaalbydraes en ontwikkelingskostes.
NVT	'n Gedeelte (ongeveer 9904 vk.m) van Erf 2015, Riversdal.	Die munisipaliteit is van voorneme om ses erwe met 'n grootte van 1650.66 vk.m per erf in die industriële area te Riversdal te verkoop by wyse van 'n openbare veiling. Die totale grootte van die area beloop 9904 vk.m.	Die billike markwaarde van die erwe (1650.66 vk.m) wissel tussen R780 000.00 en R880 000.00 (BTW uitgesluit), gebaseer op die waardasie verslae. Die kopers sal verantwoordelik wees vir die volgende kostes: 1) Die grondgebruikaansoekkostes welke insluit 'n omgewingsimpakstudie, onderverdeling, konsolidasie en hêrsonering na Nywerheidsone 2) Die aansluiting tot en opgradering van siviele en elektriese dienste. 3) Kapitaalbydraes en ontwikkelingskostes.

Enige belanghebbende of geaffekteerde party word hiermee uitgenooi om: Soortgelyke of alternatiewe voorstelle vir die voorgestelde verhuring / vervreemding van die eiendom in te dien; en/of enige besware, kommentare of vertoë rakende die voorgestelde verhuring / vervreemding van die eiendom op die bogenoemde bepalings en voorwaardes in te dien.

Skriftelike besware, kommentare, vertoë of alternatiewe voorstelle moet die kantoor van die Munisipale Bestuurder voor of op **Vrydag, 21 Augustus 2026, om 12:00** bereik. Besware, kommentare, vertoë of alternatiewe voorstelle kan per hand afgelewer word by enige van die Munisipale kantore, kan gepos word aan die Munisipale Bestuurder by Posbus 29, Riversdal, 6670 of kan per e-pos versend word aan albert@hessequa.gov.za. Persone wie nie kan skryf nie, kan die Munisipale kantoor tydens kantoor ure besoek waar 'n amptenaar u sal help om u kommentaar of beswaar op skrif te stel.

Besware, kommentare, vertoë of voorstelle wat na die sperdatum ontvang word, sal nie oorweeg word nie. Verdere inligting is beskikbaar op die munisipale webtuiste by www.hessequa.gov.za of kan bekom word by Mnr Albert Kleynhans by 028 713 8000, of per e-pos by albert@hessequa.gov.za.

An English version of this notice can be requested at albert@hessequa.gov.za

ALBERTUS STEPHANUS ABRAHAM DE KLERK
MUNISIPALE BESTUURDER

JURISCH PARK: 'N PARK MET 'N RYKE GESKIEDENIS

Thursday, 28 June 2012, 09:00
Share

Jurisch Park

RIVERSDAL NUUS - In die twintigerjare was die terrein waarop Jurisch Park geleë is 'n amptelike vullishoop. Deur die toedoen van TKK Jurisch is 'n deel in 1926 skoongemaak. In September 1926 bewillig die raad £10 (R20) vir plante vir die nuwe park. Die versoek is deur TKK Jurisch, voormalige raadslid gerig.

In November 1926 vra hy die raad om toestemming te verleen vir die bou van 'n dammetjie

in die park. Op voorstel van 'n raadslid besluit die raad in 1928 dat die nuwe park, Jurisch Park, sal heet. Raadslid Jurisch verhuis gedurende 1932 na Swellendam. In Oktober 1940 aanvaar die raad sy aanbod om 'n boog met sy naam daarop by die park se hek aan te bring.

Die boog is steeds daar maar erg verwaarloos. Nadat Werner Frehse in 1950 by die raad aangesluit het verbeter hy die park en plant baie plaaslike inheemse plante aan. Raadslid Kobus van Wyk bou die dam gratis met sy eie gereedskap en werkers.

Mnr. R M F Jurisch het hekke aan die raad oorhandig. In 'n brief in die South Western Echo September 16, 1955 word die volgende skrywe aangehaal. "Our main object was and still is, to beautify the entrance to Riversdale. Our reasons for calling it the JOHN MUIR WILD FLOWER GARDEN are: We intent it to be solely for wild flowers, shrubs and succulents as they need the minimum amount of upkeep. Wild Flowers and the name John Muir are synonymous. He did much to bring the wild flowers of the district to the notice of the people throughout South Africa. For his work in this field he was awarded the Carne-gie Grant."

In 1956 word die ou hek met die woorde "Jurisch Park" verwyder en verskuif nader aan die Voortrekker Monument. Jurisch Park wat uit sowat drie morge bestaan is in 1963 as natuurtuin geproklameer. Die park het later uit twee afdelings bestaan. 'n Uitheemse deel en die Van Riebeecktuin waar net inheemse plante geplant is. Heide, vygies, proteas en ander inheemse plante is op groot skaal aangeplant. Die direkteur van natuurbewa-ring dr. Douglas Hey het gesê: "Hierdie klein tuintjie van Riversdal is een van die mooistes in Kaapland."

In 1969 word daar wilde eende soos, geel- en rooibekeende, asook swart- en riviereende en bleshoenders op die park se dam aangetref. Die park is ook gebruik om sekere groot geleenthede te vier, soos toe die dorp in 1978 vir die eerste keer in 68 jaar deur 'n eerste minister besoek is. Sowat 800 gaste is in Jurisch Park verwag. Op 21 Oktober 1978 land die eerste minister PW Botha met 'n helikopter op die sportveld van Langenhoven. Hy was hier vir die tuinparty wat ten bate van die Suiderkruisfonds in Jurisch Park gehou is.

Die weermag en volkspele laers het 'n erewag gevorm. In 1996 het prof. Farrell voorgestel dat "meer gekonsentreerde ontwikkeling in die res van Jurisch Park volgens 'n voorafbepaalde ontwikkelingsplan gedoen word." Baie planne is al beraam rondom die ontwikkeling van die park, maar daar het nog niks gebeur nie. Nog 'n opwindende vooruitsig was die begin van 'n kunsmark in Jurisch Park. Die eerste kunsmark het op 5 Oktober 1996 plaasgevind maar het later doodgeloop.

Hierdie park met sy ryk geskiedenis behoort tot sy volle glorie herstel te word, en nie vir ontwikkeling beskikbaar te wees nie.

JURISCH PARK: INWONERS ONTSTOKE OOR BOME

Thursday, 28 June 2012, 06:00
Share

Die ou bloekombome is tans die onderwerp van ongelukkigheid by Riversdal inwoners aangesien van hulle verwyder gaan word vir 'n goedgekeurde groepsbehuising ontwikkeling in Jurisch Park.

RIVERSDAL NUUS - Bome wat na bewering by die 80-jaar oud is, is nou die middelpunt van bespreking by hoogs ontstoke inwoners in Riversdal nadat dit bekend geraak het dat dié bome afgekap gaan word om plek te maak vir die beoogde ontwikkeling in Jurisch Park.

Dit het ook verder aan die lig gekom dat die verkoop van die 1.4ha deel van die park ook na bewering onwettig geskied het aangesien daar glo destyds met die skenking van die grond

vir die park 'n ooreenkoms was dat die grond nooit verkoop mag word nie. Volgens geskiedenis is Jurisch Park juis in 1963 as natuurtuin geproklameer.

Dit is juis weens die feit volgens inwoners dat die hele transaksie na bewering onwettig plaasgevind het. Die groep inwoners is nou erg die harnas in oor die ontwikkeling en voel sterk dat die hele transaksie onwettig was en dat die munisipaliteit nie by magte was om 'n stuk van die park te vervreem nie.

1.4ha vervreem:

Die voormalige Hessequa raad (ANC) het 1.4ha van die park verkoop aan die maatskappy Meiprops Edms. (Bpk) Ltd vir die bedrag van R640 000, met sekere voorwaardes. Een van die voorwaardes was dat 'n sakeperseel te Kwanokutula gelyktydig gevestig word met die oprigting van die beoogde ontwikkeling in Jurisch Park deur die koper, om dus gelyktydig beskikbaar gestel te word vir die publiek. Daar is ook gespesifiseer dat die eenhede wat in die ontwikkeling opgerig sal word, wel bekostigbaar sal wees vir die middel-inkomstegroep.

Besluit reeds in 2003 goedgekeur:

Die besluit om 'n deel van Jurisch Park te vervreem kom reeds geruime tyd aan en is die ontwikkelingsvoorstel reeds in 2003 deur die destydse Langebergraad goedgekeur nadat ontwikkelingsvoorstelle aangevra is. 'n Publieke deelname proses is gevolg waarna 'n rekord van besluit (ROD) uitgereik is.

Tydens 'n Uitvoerende Burgemeesters Komitee (UBK) vergadering in Oktober 2008 het die Hessequa raad goedgekeur dat 'n 99-jaar huurtermyn met 'n potensiële belegger aangegaan word vir die investering in Jurisch Park, Riversdal en dat die gedeelte wat geoormerk was vir groepbehuising wel per tender geadverteer is, maar geen tenders is ontvang nie. 'n

Ontwikkelingsvoorstel is toe van Meiprops 22 (Edms) Bpk ontvang. Mnr. Renier van Rooyen het in die aansoek voorgeneem om 'n sakegebou in Kwanokatula op te rig en aan die raad te oorhandig vir verhuring aan voornemende entrepreneurs. Die ontwikkelaar was verder bereid om 'n aanbod aan die raad te maak om 'n gedeelte van Jurisch Park (die gedeelte wat gesoneer is vir groepsbehuising) teen 'n markverwante prys aan te koop. Die koste van die oprigting van die sakegebou sou dan in verrekening gebring word by die delging van die koopprys van die gedeelte van Jurisch Park. Tydens 'n UBK-vergadering in Maart 2010 het die Hessequa raad die vervreemding van 1.4ha van Jurisch Park goedgekeur en in September 2010 het die raad goedgekeur dat die 1.4ha teen 'n koopprys van R640 000 aanvaar word.

Munisipaliteit reageer:

Volgens mnr. Hendrik Visser, hoof van beplanning by die Hessequa munisipaliteit is daar reeds in 2003 ontwikkelingsvoorstelle aangevra vir Jurisch Park, met die oog op groepsbehuising aan die agterkant van die park. Dit sou ook 'n gedeelte insluit vir sake wat sou bestaan uit 'n winkel en restaurant.

Volgens Visser sou die Park die bestaande rolbalbane asook oopruimtes behou en is die aansoek in sy geheel geadverteer. Visser noem dat daar slegs 'n beswaar ontvang is wat gehandel het oor sekuriteitsprobleme met die versoek dat 'n heining opgerig moes word. Nadat die nodige goedkeuring verkry was is die gedeelte vir groepsbehuising geadverteer per tenders om dit te ontwikkel en is geen tenders hiervoor ontvang nie.

Mnr. Van Rooyen het wel 'n aanbod gemaak en is hierdie aanbod ook geadverteer en is geen besware daarteen ontvang nie. Visser noem egter dat 'n gedeelte van die aanvanklike erf vir groepbehuising nie ontwikkel kan word nie weens die stormwaterinfrastruktuur. Die gedeelte wat dus verlore gegaan het vir ontwikkeling is ingewerk in 'n addisionele stuk aangrensende grond wat wel ontwikkel kan word.

Die totale gedeelte wat vervreem is, is slegs 1.4ha. Die restant van die park wat dus nie ontwikkel gaan word nie wat die tuine, rolbalbane en monument insluit behels 4.48ha. Visser het ook bevestig dat die ooreenkoms met van Rooyen ook wel die oprig van 'n sakegebou in Kwanokutula behels sodra bouwerk by Jurisch Park begin.

Visser noem verder dat daar 'n aantal uitheemse bome op die gedeelte waar die ontwikkeling gaan plaasvind, voorkom waaronder Pinus Pinaster wat 'n Kategorie 2 indringer is waarvoor 'n permit benodig word om dit te behou en Eucalypts Camaldulensis wat 'n Kategorie 3 indringer is wat beteken dit moet verwyder en vernietig word. Die bome sal wel uitgehaal word en sal die enkele inheemse bome wat wel voorkom deur middel van 'n terreinontwikkelingsplan geakkommodeer word.

Suid-Kaap FORUM gesels met die ontwikkelaar:
Suid-Kaap FORUM was in kontak met mnr. Renier van Rooyen. Volgens Van Rooyen is dit so dat 'n paar bome verwyder gaan word. Dit is egter volgens hom Bloekom (Eucalypts Camaldulensis)- en Dennebome (Pinus Pinaster) wat indringerbome is. Die park gaan egter skoongemaak word en verfraai word, en heelwat meer inheemse bome sal ook aangeplant word. Van Rooyen noem verder dat die planne vir 'n sakegebou in Kwanokutula is reeds opgetrek en voorgelê vir goedkeuring en sal die gebou 'n groot behoefte aanspreek in Kwanokutula.

Hy het verder beklemtoon dat daar ook verder 'n groot tekort aan bekostigbare behuising is in Riversdal, wat die ontwikkeling in Jurisch Park direk sal aanspreek.

Van Rooyen het afgesluit deur te noem dat die proses rakende die transaksie was baie deursigtig en is deur die vorige Hessequa raad afgehandel.

KOOPKONTRAK VAN ONROERENDE EIENDOM

1. PARTYE

1.1 DIE MUNISIPALITEIT VAN HESSEQUA

hierin verteenwoordig deur Johan Jacobs in sy hoedanigheid as Munisipale Bestuurder

("die verkoper")

van (adres) MUNISIPALE KANTORE, VAN DEN BERGSTRAAT, RIVERSDAL, 6670
Faksnommer: 028 7133146

1.2 MEIPROPS TWEE EN TWINTIG (EDMS) BPK

Registrasienommer 1991/027640/07
hierin verteenwoordig deur Renier van Rooyen, behoorlik daartoe gemagtig kragtens 'n besluit

("die koper")

van (adres) 5de Vloer, Tyger Falls-Gebou, Bellville
Faksnommer: 021 9142748

2. WOORDBEPALING

In hierdie ooreenkoms, tensy uit die samehang anders blyk, beteken :

2.1 eiendom

Daardie Gedeelte van Erf 2080, Riversdal, geleë in die Munisipaliteit van Hessequa, Afdeling Riversdal, Provinsie Wes Kaap
Groot ongeveer: 1,4 ha
soos aangedui deur die letters A en B op die sketsplan wat hierby aangeheg(Aanhangsel A) en deur die partye geparafeer is vir herkenningsdoeleindes tesame met alle geboue en strukture daarop en alle vaste en ander toebehore van 'n permanente aard (indien enige);

2.2 transportbesorger

die transportgewende prokureursfirma soos aangestel deur die verkoper, naamlik
WF Botha Prokureurs
van (adres): Dorpsplein, Stilbaai, 6674
(Verwysing me Anna Hattingh-van Wyk);

3. KOOP EN VERKOOP

Die verkoper verkoop hiermee en die koper koop hiermee die eiendom onderworpe aan die bedinge en voorwaardes hierna vermeld as 'n lopende en inkomstegenererende saak.

4. KOOPPRYS, WYSE VAN BETALING EN LEWERING VAN WAARBORGE

4.1 Die koopprys van die eiendom is R 640 000.00 (BTW uitgesluit) (Seshonderd en veertigduisend rand), en is deur die koper betaalbaar soos uiteengesit in klousules 4.2 en 14.2.

4.2 Die koper sal verplig wees om aan die verkoper 'n waarborg uitgereik deur 'n geregistreerde bank of 'n onderneming deur 'n prokureursfirma tot bevrediging van die verkoper, te lewer vir betaling van die bedrag na verwys in 4.1 binne 30 (dertig) dae vanaf die datum waarop die regte waarna verwys word in klousule 14 verkry word, welke waarborg betaalbaar moet wees te Riversdal indien die koper nie binne 4 (vier) maande na verkryging van die regte 'n aanvang neem met die oprigting van die gebou na verwys in klousule 14 nie of die verkoper verkies dat die koopprys in kontant betaal moet word by registrasie van die eiendom in die naam van die koper.

5. **ERKENNINGS DEUR KOPER**

Die koper erken dat:

5.1 hy homself van die aard, stand en ligging van die eiendom vergewis het; en

5.2 hy bewus is daarvan dat die presiese grootte en grensbakens van die eiendom eers bepaal sal word sodra die landmeter die finale opmeting gedoen en die landmeterskaart laat goedkeur het deur die Landmeter-Generaal; en

5.3 hy geen eis hoegenaamd teen die verkoper sal hê indien die eiendom by opmeting kleiner is as wat hierin vermeld is nie en dat die verkoper geen finansiële voordeel daaruit sal trek indien die eiendom groter is nie; en

5.4 die eiendom verkoop word :

5.4.1 *voetstoots,* soos dit nou is, sonder enige waarborge hetsy uitdruklik of stilswyend en dat die verkoper nie aanspreeklik sal wees vir enige gebrek(e) hetsy verborge of andersins in die eiendom nie en ook nie vir enige skade wat die koper as gevolg van sodanige gebrek(e) mag ly nie;

5.4.2 onderworpe aan alle voorwaardes en serwitute soos tans na verwys in die huidige en/of voorgaande titelaktes van die eiendom of enige dorpsbeplanningskema van toepassing op die eiendom; en

5.4.3 onderworpe aan die voorwaardes opgelê deur die munisipaliteit van Hessequa by goedkeuring van die ontwikkelingsregte op die eiendom.

6. **RISIKO EN EIENDOMSREG**

Vanaf datum van registrasie van oordrag:

6.1 gaan al die voordele en risiko's van eienaarskap van die eiendom op die koper oor; en

6.2 sal die koper aanspreeklik wees vir alle belastings en ander heffings betaalbaar ten opsigte van die eiendom; en

6.3 sal die koper verplig wees om onverwyld die belastings en ander heffings wat ten opsigte van enige tydperk na genoemde datum deur die verkoper betaal is, aan die verkoper terug te betaal.

7. **OKKUPASIE EN OKKUPASIERENTE**

Dit word hiermee geboekstaaf dat okkupasie van die eiendom aan die koper gegee en deur hom geneem word op datum van onderteekening van hierdie ooreenkoms vir vir betaling van enige okkupasiehuur, maar slegs om die eiendom te betree saam met

enige lede van die koper se professionele span vir die doeleindes van inspeksie, opmeting, beplanning en/of vooraf verkope van die voorgestelde groepbehuisingserwe en/of woonstelle.

8. **OORDRAG**

8.1 Die koper is verantwoordelik vir betaling van die transportbesorger se gelde ten opsigte van die registrasie van oordrag van die eiendom in die naam van die koper, welke gelde op aanvraag van die transportbesorger betaalbaar is. Die koper sal op aanvraag van die transportbesorger alle ander koste noodsaaklik vir die oordrag van die eiendom in die naam van die koper, insluitende hereregte (indien betaalbaar) asook die koste van registrasie van enige verband wat kragtens hierdie ooreenkoms vereis word, betaal.

8.2 Die verkoper en die koper onderneem om onmiddellik wanneer daartoe deur die transportbesorger versoek, alle dokumente wat nodig is vir die oordrag van die eiendom, die kansellasie van bestaande verbande of registrasie van enige nuwe verbande ingevolge hierdie ooreenkoms, te onderteken.

8.3 Oordrag van die eiendom aan die koper moet deur die transportbesorger gedoen word so gou moontlik nadat aan die bepalings van klousules 4.2, 8.1 en 8.2 hierbo voldoen is.

9. **KONTRAKBREUK**

Indien enigeen van die partye (*"die party in versuim"*) enige van die bepalings van hierdie ooreenkoms verbreek en versuim om sodanige verbreking reg te stel binne 'n tydperk van 14 (veertien) dae na ontvangs van 'n skriftelike kennisgewing van die ander party (*"die verontregte party"*) waarin die party in versuim versoek word om die betrokke verbreking reg te stel, sal die verontregte party geregtig wees om in sy uitsluitlike diskresie en sonder om afbreuk te doen aan enige van sy ander regte, óf spesifieke nakoming van die bepalings van hierdie ooreenkoms te eis, óf hierdie ooreenkoms onverwyld en sonder verdere kennisgewing te kanselleer, en om skadevergoeding van die party in versuim te eis.

10. **DOMISILIE**

10.1 Elke party kies as sy *domicilium citandi et executandi* sy adres uiteengesit in 1 hierbo, by welke adres alle kennisgewings en prosesstukke in verband met hierdie ooreenkoms of enige aksie voortspruitende daaruit, effektief beteken sal word.

10.2 Enige kennisgewing wat deur een party aan die ander gegee word (*"die geadresseerde"*) wat :

10.2.1 persoonlik by die geadresseerde se *domicilium citandi et executandi* afgelewer is, sal geag word deur die geadresseerde op die datum van aflewering daarvan ontvang te gewees het, of in die geval van versending per e-pos of per faks op die dag van versending, tensy die teendeel bewys word;

10.2.2 per vooruitbetaalde geregistreerde pos vanaf 'n adres binne die Republiek van Suid-Afrika aan die geadresseerde by laasgenoemde se *domicilium citandi et executandi* gepos is, sal geag word deur die geadresseerde [illegible] (sewe) dae na die datum van pos daarvan ontvang te gewees het, tensy die teendeel bewys word.

10.3 Elke party is geregtig om by wyse van skriftelike kennisgewing aan die ander party die adres van sy *domicilium citandi et executandi* te verander.

11. ALGEMEEN

11.1 Die partye onderneem om alle handelinge wat noodsaaklik of bykomstig mag wees vir die behoorlike uitvoering van al die bepalings van hierdie ooreenkoms te verrig.

11.2 Hierdie ooreenkoms is die uitsluitlike en volledige ooreenkoms tussen die partye en geen waarborg(e), voorstelling(s) of ander bedinge en voorwaardes van watter aard ookal wat nie hierin vervat is nie, sal op die partye bindend wees nie.

11.3 Geen wysiging van die bedinge of voorwaardes van hierdie ooreenkoms of enige onderlinge kansellasie daarvan sal enige regskrag hê, tensy dit op skrif gestel en deur beide die koper en verkoper of hul behoorlike gevolmagtigdes onderteken is nie.

11.4 Geen toegewing wat een party (*"die gewer"*) aan die ander party (*"die ontvanger"*) maak, sal as 'n afstanddoening van enige regte van die gewer beskou word nie en laasgenoemde sal nie daardeur verhinder word om enige regte wat in die verlede ontstaan het of in die toekoms mag ontstaan, teen die ontvanger af te dwing nie.

11.5 Die verkoper waarborg dat die bedrag gemeld in 4.1 hierbo die ware koopprys ten opsigte van die eiendom is en dat daar geen ander vergoeding of teenprestasie, direk of indirek, tussen die partye ten opsigte van die aankoop van die eiendom, betrokke is nie.

12. BTW

12.1 Die partye plaas op rekord dat beide geregistreer is as ondernemers soos beoog in die BTW wetgewing of dat hulle binne drie maande vanaf die datum van die ondertekening van hierdie ooreenkoms so geregistreer sal wees;

12.2 Kragtens die bepalings van artikel 11(1)(e) van die BTW wetgewing word dit beoog dat hierdie verkoping teen 'n nulkoers sal geskied;

12.3 Indien dit egter bevind word dat BTW teen 'n ander koers as 0% gehef word, sal die koper verantwoordelik wees vir die betaling van die BTW wat so gehef word addisioneel tot die koopprys vermeld in 4.1 teen lewering van die nodige BTW faktuur deur die verkoper aan die koper;

12.4 Enige ander bedrae in hierdie ooreenkoms vermeld sluit BTW uit en die party wat verantwoordelik is vir die betaling van so 'n bedrag, sal ook verantwoordelik wees vir die betaling van die BTW daarop.

13. EIENDOMSAGENTE-KOMMISSIE

Die partye plaas op rekord dat nie een van hulle gebruik gemaak het van die dienste van 'n agent nie en daar dus geen kommissie betaalbaar is nie.

14. SPESIALE VOORWAARDES

14.1 Die verkoper stem hiermee toe dat die koper onmiddelik na ondertekening van

hierdie kontrak kan voortgaan met aansoeke vir die hersonering van Gedeelte A aangedui op die sketsplan vanaf Residensieel II (Groepbehuising) na Residensieel IV (Woonstelle) sowel as die hersonering van Gedeelte B vanaf Oopruimte Sone I na Residensieel II (Groepbehuising) of Residensieel IV (Woonstelle). Die verkoper verleen verder die reg aan die koper om aansoek te doen om die gedeelte van Albertynstraat wat aan die eiendom grens, te sluit en in te lyf by die eiendom. Die verkoper onderneem om 'n skriftelike volmag aan die koper te voorsien op aanvraag deur die koper, indien dit nodig sou wees vir die aansoekdoeleindes.

14.2 Die koopprys van die eiendom word vereffen deur die koper deur middel van die oprigting van 'n gebou,wesenlik in ooreenstemming met die voorstel vervat in die sketsplan en voorlopige kosteberaming wat hierby aangeheg word as Aanhangsel B op 'n perseel in Riversdal waarvan die presiese ligging deur die verkoper aangedui sal word, alternatiewelik kan die verkoper daarop aandring dat die koopprys in kontant betaal word by registrasie van die eiendom in die naam van die koper. Die gebou moet voorsiening maak vir sakepersele wat die verkoper, in sy uitsluitlike diskresie, kan aanwend vir die bevordering van sakegeleenthede vir voorheen benadeelde indiwidue. Die koper sal verplig wees om volledige bouplanne voor te lê aan die verkoper vir goedkeuring. Hierdie gebou sal:

14.2.1 by voltooïng die uitsluitlike eiendom van die verkoper word;

14.2.3 beperk wees tot die waarde van die koopprys soos uiteengesit in klousule 4.1.

14.3 Indien die verkoper verkies dat 'n gebou opgerig word as vereffening van die koopprys, moet die koper daardie gebou voltooi nie later nie as die voltooïng van die eerste gebou wat die koper op die eiendom oprig.

14.4 Die gebou moet aan die volgende verdere vereistes voldoen:

14.4.1 Die gebou moet so ontwerp word dat dit voorsiening sal maak vir meerdere sakepersele wat maklik vergroot of verklein kan word ten einde aan verskillende voorgenome huurders se behoeftes te voldoen. Die gebou sal so geplaas word dat verdere uitbreidings in die toekoms tot die maksimum benut kan word en esteties sal aanpas by die bestaande gebou;

14.4.2 Die gebou moet so ontwerp word dat voornemende huurders die voorste gedeelte kan benut as verkoops- en bedieningsarea en die agterste gedeelte as stoor- en werksarea. Beide kante moet met rolmotorhuisdeure afgesluit word;

14.4.3 Ablusiegeriewe vir die gebruik deur die publiek sowel as die huurders moet voorsien word;

14.4.4 Aan die agterkant moet voorsiening gemaak word vir `n laaisone wat weerskante van die gebou met hekke afgesluit word;

14.4.5 'n Stoep van 3 meter wyd moet aan die voorkant van die gebou voorsien word;

14.4.6 Een gemeenskaplike vullisarea is moet voorsien word op 'n plek wat maklike verwydering sal verseker;

14.4.7 Die gebou moet voorsien word van 'n behoorlike veiligheidsdraadheining;

14.4.8 By voltooïng van die gebou moet die koper die verkoper voorsien van 'n kosteberekening deur 'n onafhanklike Bourekenaar ten einde die waarde van die gebou te bepaal. Indien die gebou se waarde minder is as die koopprys, sal die koper verplig wees om die verskil binne 30 (dertig) dae in kontant aan die verkoper oor te betaal en indien die waarde van die gebou meer as die koopprys beloop sal die koper geen eis vir daardie addisionele waarde teen die verkoper hê nie.

15. **ONDERTEKENING**

15.1 Dit word hiermee erken dat dit die bedoeling tussen die verkoper en koper is dat die koper hierdie ooreenkoms eerste sal onderteken en daarna die verkoper.

15.2 Die koper erken dat sy ondertekening van hierdie ooreenkoms 'n aanbod is om die eiendom te koop op die bedinge en voorwaardes hierin uiteengesit, welke aanbod onherroeplik is tot ...12:00..... op .....9 Februarie 2011 Voor verstryking van gemelde datum kan dit te enige tyd deur die verkoper aanvaar word.

15.3 Hierdie ooreenkoms word geag gesluit te wees by tydige ondertekening daarvan deur die verkoper en die geldigheid daarvan word nie geraak deur die feit dat die koper nie van sodanige ondertekening in kennis gestel is nie.

GETEKEN TE Riversdal OP 09 Februarie 2011

AS GETUIES :

1. .....

2. .....

.....
VERKOPER
(OF BEHOORLIKE GEVOLMAGTIGDE VERTEENWOORDIGER)

GETEKEN TE Riversdal OP 8 Februarie 2011

AS GETUIES :

1. Marais

2. .....

.....
KOPER
(OF BEHOORLIKE GEVOLMAGTIGDE VERTEENWOORDIGER)

C L L VAN WYK

(PROFESSIONELE GE-ASSOSIEERDE WAARDEERDER)

(INGEVOLGE ART. 20(2)(a) VAN DIE WET OP DIE EIENDOMSWAARDEERDERSPROFESSIE, 2000)

(TAKSATEUR, INGEVOLGE ART. 6 VAN DIE BOEDELWET, 1965 (WET 66 VAN 1965)

Wardenstraat 27 E-pos: cllvanwyk@gmail.com

RIVERSDAL. 6670 Selfoon: 082 - 458 8454

WAARDASIEVERSLAG

VAN

'N GEDEELTE

VAN DIE

RESTANT VAN

ERF 2080, RIVERSDAL

MARKWAARDE MIN KOSTE	R6,487,380.00
MARKWAARDE PER M²	R174.39 / m²
DATUM VAN WAARDASIE	17 Junie 2026

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1. OPDRAG, DOEL EN DATUM VAN WAARDASIE.

1.1 Opdrag.

Opdrag is ontvang vanaf Hessequa Munisipaliteit om 'n markwaarde te bepaal van die grond-gedeelte van die onderwerp-eiendom.

1.2 Doel van die waardasie.

Die doel van die waardasie is vir die bepaling van 'n markwaarde van die grond-gedeelte van die onderwerp-eiendom vir verkoping van die eiendom.

1.3 Datum van waardasie.

Die datum van waardasie is **17 Junie 2026.**

1.4 Datum van besigtiging.

Die datum van besigtiging was **8 Junie 2026.**

2. DIE ONDERWERP-EIENDOM.

2.1 Beskrywing.

Die onderwerp-eiendom is 'n gedeelte van die Restant van Erf 2080, (Jurisch Park) Riversdal. Vir die doeleindes van die waardasie word die onderwerp-eiendom soos volg beskryf:

'n Gedeelte van die Restant van Erf 2080, Riversdal, Hessequa Munisipaliteit, Wes-Kaap Provinsie.

2.2 Grootte.

Die grootte van die onderwerp-eiendom is volgens die Hessequa Munisipaliteit ±37,200m². Daar is egter gedeeltes van die onderwerp-eiendom wat weens omgewings beperkings nie ontwikkelbaar is nie. Na deeglike inspeksie en opmetings van die onderwerp-eiendom, word die grootte van die ontwikkelbare gedeelte van die onderwerp-eiendom beraam op ±22,760m² en die grootte van die gedeelte wat weens omgewings beperkings nie ontwikkelbaar is nie beraam op ±14,440m². (Sien Bylae A: Diagram van die onderwerp-eiendom).

2.3 Ligging.

Die onderwerp-eiendom is 'n min of meer ronde, veel hoekige stuk grond, geleë noordoos van die N2-nasionale pad en noordwes van Heidelberg weg by die hoof ingang na Riversdal. Die ko-ordinate van die ligging van die onderwerp-eiendom is **-34.092128°S 21.250853°E.** (Sien Bylae B: Ligging van die onderwerp-eiendom).

2.4 Titelakte besonderhede.

2.4.1 Transportakte Nr.	T102434/2007
2.4.2 Geregistreerde eienaar:	Hessequa Munisipaliteit
2.4.3 Verbande:	Geen
2.4.4 Serwitute	Onbekend

2.5 Plaaslike owerheid.

2.5.1 Beskrywing:	Hessequa Muniusipaliteit.
2.5.2 Sonering:	Oop ruimte I
2.5.3 Bouregulasies:	Volgens die Plaaslike Skemaregulasies.
2.5.4 Dienste	Geen elektriese en siviele dienste nie.
2.5.5 Munisipale waardasie:	Onbekend vir die gedeelte van Erf 2080, Riversdal.

2.6 Verbeterings op die onderwerp-eiendom.

Die verbeterings op die onderwerp-eiendom bestaan uit 'n Rolbalklub gebou, twee rolbal bane, 'n buitegebou en 'n monument. In opdrag van Hessequa Munisipaliteit, moet slegs die grond gedeelte van die onderwerp-eiendom waardeer word en die verbeterings moet buite rekening gelaat word.

3. WAARDASIE VAN DIE ONDERWERP-EIENDOM.

3.1 Waardasiemetode.

Vir die berekening van die markwaarde van die onderwerp-eiendom word gebruik gemaak van die vergelykbare waarde-metode waar die onderwerp-eiendom vergelyk word met soortgelyke eiendomme wat die afgelope tyd in Riversdal verhandel het. Verkope van soortgelyke eiendomme in min of meer dieselfde omgewing as die onderwerp-eiendom word geïdentifiseer, ondersoek en ontleed.

Die verkoopprys van die vergelykbare eiendomme word aangepas na die waardasiedatum en dan opgedeel in grondwaarde en waarde van die verbeterings op die eiendomme. Indien daar van die vergelykbare eiendomme is wat onverbeterd is, is die aangepaste verkoopswaarde van daardie eiendomme 'n goeie aanduiding van die grondwaarde van die onderwerp-eiendom. Omdat die vergelykbare eiendomme verskil in grootte word die waarde per m² van die eiendomme bereken om sodoende 'n maatstaf te kry waarmee die verskillende eiendomme met mekaar, asook met die onderwerp-eiendom vergelyk kan word.

Soos bespreek in Paragraaf 2.2, bestaan die onderwerp-eiendom uit gedeeltes wat ontwikkelbaar is en gedeeltes wat nie ontwikkelbaar is nie. Omrede die vermoede bestaan dat die waarde per m² van die ontwikkelbare gedeeltes sal verskil van die waarde per m² van die gedeeltes wat nie ontwikkelbaar is nie, sal die ontwikkelbare gedeeltes en die gedeeltes wat nie ontwikkelbaar is nie afsonderlik waardeer word.

Met die vergelyking van die vergelykbare eiendomme met die onderwerp-eiendom is dit nodig om die verskillende faktore wat 'n invloed het op die waarde van eiendomme in Riversdal te identifiseer.

Die belangrikste faktore wat 'n invloed het op die waarde van eiendomme in Riversdal is die ligging, grootte, karakter, potensiaal van die eiendom asook die onderhewigheid aan onderverdeling, konsolidasie, hersonering en dienste.

3.2 Faktore wat die waarde van eiendomme beïnvloed.

3.2.1 Ligging van eiendom.

Ligging van die eiendomme in Riversdale het 'n groot invloed op die waarde van die eiendomme. Na aanleiding van verkope, is dit opvallend dat die gemiddelde grondwaarde per m² van eiendomme in sekere gebiede van Riversdal beduidend hoër is as in ander gebiede, hoofsaaklik as gevolg van die vraag en aanbod van eiendomme in daardie gebiede.

Die onderwerp-eiendom is aangrensend aan die N2-nasionale pad asook Heidelberg weg, die hoof ingang van Riversdal, wat 'n positiewe invloed sal hê op die waarde per vierkante meter van die eiendom met inagneming van die doel waarvoor die eiendom aangewend gaan word.

Aanpassings op die waarde per m² van die vergelykbare eiendomme sal aangebring word om die ligging van die vergelykbare eiendomme in lyn te bring met die van die onderwerp-eiendom.

3.2.2 Grootte van eiendom.

Grootte van eiendomme het 'n invloed op die waarde per m² van die eiendomme in die sin dat dit 'n algemene tendens is dat die waarde per m² van kleiner eiendomme hoër is as die van groter eiendomme.

Soos bespreek in Paragraaf 2.2, bestaan die onderwerp-eiendom uit ontwikkelbare gedeeltes en gedeeltes wat weens omgewings beperkings nie ontwikkelbaar is nie. Omrede die vermoede bestaan dat die waardes per m² van die ontwikkelbare gedeeltes sal verskil van die waarde per m² van die gedeeltes wat nie ontwikkelbaar is nie, sal die ontwikkelbare gedeeltes en die gedeeltes wat nie ontwikkelbaar is nie afsonderlik waardeer word.

Derhalwe sal opwaartse aanpassings gemaak op die waarde per m² van die vergelykbare eiendomme wat groter is as die van die onderwerp-eiendom en afwaartse aanpassings gemaak word op die waarde per m² van die vergelykbare eiendomme wat kleiner is as die van die onderwerp-eiendom om die grootte van die eiendomme in lyn te bring met die van die onderwerp-eiendom.

3.2.3 Karakter van eiendom.

Die karakter van die eiendom verwys na die algemene voorkoms, die vorm en topografie van die eiendom. Eiendomme wat afwykende vorms het, of wat lank en dun is, se waarde per m² is laer as vierkantige of reghoekige eiendomme. Die onderwerp-eiendom is 'n min of meer ronde, veelhoekige stuk grond wat 'n positiewe invloed sal hê op die waarde per m² van die eiendom.

Die topografie het ook 'n invloed op die waarde per m² van die eiendomme deurdat erwe met 'n skuins helling meer grondwerke vereis indien dit ontwikkel word wat dan die koste beïnvloed. Sulke eiendomme het oor die algemeen 'n laer waarde per m². Soos bespreek in Paragraaf 2.2, bestaan die onderwerp-eiendom uit ontwikkelbare gedeeltes wat min of meer gelyk aarde is asook gedeeltes wat skuins is.

Met die vergelyking van die karakter van die onderwerp-eiendom met die van die vergelykbare eiendomme, sal die nodige aanpassings aangebring word op die waarde per m² van die vergelykbare eiendomme om die karakter van die eiendomme in lyn te bring met die van die onderwerp-eiendom.

3.2.4 Potensiaal en beste gebruik.

Die potensiaal van eiendomme verwys na die hoogste beste moontlike gebruik van 'n eiendom. Die hoogste en beste gebruik van 'n eiendom is die mees waarskynlikste en wettige gebruik wat fisies moontlik is, wat toepaslik ondersteun word en wat finansieel uitvoerbaar is om die hoogste moontlike waarde te realiseer.

Die vier kriteria waaraan die hoogste en beste gebruik aan gemeet word is wetlike toelaatbaarheid, fisiese moontlikheid, finansiële uitvoerbaarheid en maksimale produktiwiteit.

In die geval van die ontwikkelbare gedeeltes van die onderwerp-eiendom is die potensiaal van die gedeeltes min of meer dieselfde as die van die vergelykbare eiendomme aangesien die toekomstige geskikte sonering van die eiendom "Business Zone I" sal wees, wat verskeie moontlikhede bied waarvoor die eiendom aangewend kan word.

Met die vergelyking van die potensiaal en die beste gebruik van die onderwerp-eiendom met die van die vergelykbare eiendomme, sal die nodige aanpassings gemaak word op die waarde per m² van die vergelykbare eiendomme om dit in lyn te bring met die van die onderwerp-eiendom.

3.2.5 Onderverdeling, hersonering, konsolidasie en dienste.

In die geval van eiendomme wat deur die Munisipaliteit verkoop word, het die doel waarvoor die eiendomme aangewend gaan word wel 'n invloed op die waarde van die eiendomme. Indien die eiendom onderhewig is aan onderverdeling, hersonering en konsolidasie, het die voorwaardes van die kooptransaksie ook 'n invloed op die waarde van die eiendom afhangende van wie verantwoordelik is vir die koste van die onderverdeling, hersonering en konsolidasie van die eiendom.

Die beskikbaarheid en voorsiening van munisipale dienste aan die eiendomme het ook 'n invloed op die waarde van eiendomme deurdat die verkryging van dienste 'n koste implikasie het.

Die onderwerp-eiendom is onderhewig aan onderverdeling vanaf die Restant van Erf 2080, Riversdal en hersonering na "Business Zone I".

Na aanleiding van die voorwaardes van die vervreemding van die onderwerp-eiendom soos bepaal deur Hessequa Munisipaliteit, is die koper verantwoordelik vir die koste van onderverdeling, hersonering, advertensie in die plaaslike koerant, oordrag van die eiendom en die voorsiening van siviele en elektriese dienste.

Die rolbal klubhuis en rolbal bane sal noodwendig gesloop moet word om plek te maak vir die ontwikkeling wat beoog word, en na aanleiding van Hessequa Munisipaliteit sal die koste om dieselfde geriewe op 'n ander perseel te vestig gedeel word deur die Munisipaliteit en die ontwikkelaar.

Hierdie kostes wat betaalbaar is deur die koper van die onderwerp-eiendom sal inaggeneem word met die berekening van die markwaarde van die onderwerp-eiendom.

3.3 Marknavorsing.

Na aanleiding van Windeed LexisNexis se markaanwysers vir die omgewing van die onderwerp-eiendom, was daar oor die afgelope drie jaar 'n styging van min of meer 7% per jaar in die gemiddelde waarde van die eiendomme wat verkoop het en 'n styging van min of meer 5% per jaar oor 'n langer termyn.

Na aanleiding van die bogenoemde tendense en vir die doeleindes van hierdie waardasie, sal die verkooppryse van die vergelykbare eiendomme jaarliks met **6%** aangepas word tot by die waardasiedatum.

Mark tendense in die gedeelte van Riversdal waar die onderwerp-eiendom geleë is, toon dat daar 'n afname was in die getal eiendomme wat verkoop het die afgelope drie jaar.

Na aanleiding van die bespreking in Paragraaf 2.2 en Paragraaf 3.1 oor gedeeltes van die onderwerp-eiendom wat ontwikkelbaar is en gedeeltes van die eiendom wat nie ontwikkelbaar is nie weens omgewings beperkings, sal die gedeeltes afsonderlik waardeer word en derhalwe sal afsonderlike vergelykbare eiendomme gebruik word met die bepaling van die markwaarde van die onderwerp-eiendom.

3.4 Vergelykbare eiendomme vir die ontwikkelbare gedeeltes van die onderwerp-eiendom.

Soos reeds genoem is die onderwerp-eiendom geleë op die hoek van die N2-nasionale pad en Heidelberg weg, en met die navorsing na vergelykbare eiendomme vir die ontwikkelbare gedeeltes van die onderwerp-eiendom, is daar gekonsentreer op ontwikkelde eiendomme in die omgewing van die onderwerp-eiendom,

Aangesien die onderwerp-eiendom langs die N2-nasionale pad wat deur Riversdal gaan geleë is, en aangesien die ligging van die onderwerp-eiendom 'n groot invloed sal hê op die waarde van die eiendom, is navorsing gedoen van verkope van ontwikkelde vergelykbare eiendomme wat ook langs die N2-nasionale pad geleë is.

Die volgende drie eiendomme is gebruik vir die bepaling van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom en die verkooppryse van die vergelykbare eiendomme sluit BTW en agente kommissie uit.

3.4.1 Erf 3917, Riversdal.

Die eiendom is langs die N2-nasionale pad, ongeveer 2,02 kilometer suid van die onderwerp-eiendom geleë, en is op 15/01/2024 verkoop vir **R9,250,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Januarie 2024	R 9,250,000
Plus 6%; Aangepaste waarde na Januarie 2025	R 9,805,000
Plus 6%; Aangepaste waarde na Januarie 2026	R10,393,300
Plus 2.5%; Aangepaste waarde na Junie 2026	**R10,653,133**

Die grootte van die eiendom is **±8,768m²** en die verbeterings op die eiendom het bestaan uit 'n restourant gebou ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 1 hieronder aangetoon.

Tabel 1: Ontleding van Erf 3917, Riversdal.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		8 768	R 805	**R 7 056 733**
Verbeterings	**Grootte m²**	**Boukoste per m²**	**Depresiasie %**	**Totale waarde**
Restourant gebou	540,00	R 9 250	28%	R 3 596 400
Waarde van verbeterings				**R 3 596 400**
Totale waarde van grond en verbeterings				**R 10 653 133**

Die eiendom is kleiner as die van die ontwikkelbare gedeeltes van die onderwerp-eiendom, die ligging en potensiaal van hierdie eiendom vergelyk baie goed met die van die onderwerp-eiendom, die karakter van hierdie eiendom vergelyk redelik met die van die onderwerp-eiendom.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R805/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n afwaartse aanpassing van **52%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

3.4.2 Erf 4270, Riversdale.

Die eiendom is langs die N2-nasionale pad, ongeveer 385 meter wes-noordwes vanaf die onderwerp-eiendom geleë en is op 25/10/2022 verkoop vir **R4,025,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Oktober 2022	R4,025,000
Plus 6%; Aangepaste waarde na Oktober 2023	R4,266,500
Plus 6%; Aangepaste waarde na Oktober 2024	R4,522,490
Plus 6%; Aangepaste waarde na Oktober 2025	R4,793,839
Plus 4%; Aangepaste waarde na Junie 2026	**R4,985,593**

Die grootte van die eiendom is **±4,196m²**, en die verbeterings op die eiendom het bestaan uit omheining ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 2 hieronder aangetoon.

Tabel 2: Ontleding van Erf 4270, Riversdal.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		4 196	R 1 147	**R 4 812 920**
Verbeterings	**Lengte meter**	**Boukoste per meter**	**Depresiasie %**	**Totale waarde**
Omheining	253,00	R 1 050	35%	R 172 673
Waarde van verbeterings				**R 172 673**
Totale waarde van grond en verbeterings				**R 4 985 593**

Die eiendom is kleiner as die ontwikkelbare gedeeltes van die onderwerp-eiendom, die ligging en potensiaal van hierdie eiendom vergelyk goed met die van die onderwerp-eiendom, en die karakter van hierdie eiendom vergelyk nie goed met die van die onderwerp-eiendom nie..

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R1,147/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n afwaartse aanpassing van **67%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

3.4.3 Erf 4507, Riversdal.

Die eiendom is langs die N2-nasionale pad, ongeveer 360 meter noordwes vanaf die onderwerp-eiendom geleë, en is op 30/11/2020 verkoop vir **R18,000,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in November 2020	R18,000,000
Plus 6%; Aangepaste waarde na November 2021	R19,080,000
Plus 6%; Aangepaste waarde na November 2022	R20,224,800
Plus 6%; Aangepaste waarde na November 2023	R21,438,288
Plus 6%; Aangepaste waarde na November 2024	R22,724,585
Plus 6%; aangepaste waarde na November 2025	R24,088,060
Plus 3.5%; Aangepaste waarde na Junie 2026	**R24,931,142**

Die grootte van die eiendom is **±2,718m²**, en die verbeterings op die eiendom het bestaan uit 'n kommersiële gebou, 'n motorhawe, twee store en 'n afdak ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 3 hieronder aangetoon.

Tabel 3: Ontleding van Erf 4507, Riversdal.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		2 718	R 2 711	**R 7 367 992**
Verbeterings	**Grootte m²**	**Boukoste per m²**	**Depresiasie %**	**Totale waarde**
Kommersiële gebou	172,00	R 11 000	30%	R 1 324 400
Motorhawe	434,00	R 8 500	30%	R 2 582 300
Stoor Nr. 1	320,00	R 4 200	35%	R 873 600
Stoor Nr. 2	155,00	R 3 800	35%	R 382 850
Petrol pompe & afdak	310,00	R 50 000	20%	R 12 400 000
Waarde van verbeterings				**R 17 563 150**
Totale waarde van grond en verbeterings				**R 24 931 142**

Die eiendom is kleiner as die van die ontwikkelbare gedeeltes van die onderwerp-eiendom, die ligging, en potensiaal van hierdie eiendom vergelyk redelik met die van die onderwerp-eiendom. Die karakter van hierdie eiendom vergelyk glad nie met die van die onderwerp-eiendom nie.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R2,711/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n afwaartse aanpassing van **86%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

3.5 Berekening van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

Vir die berekening van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom, word die ontwikkelbare gedeeltes van die onderwerp-eiendom vergelyk met die grond gedeeltes van die vergelykbare eiendomme soos in Paragraaf 3.4 uiteengesit, met inagneming van die faktore wat 'n invloed het op die markwaarde van die eiendomme soos bespreek in Paragraaf 3.2.

Aan elkeen van die faktore by elke vergelykbare eiendom word 'n persentasie aanpassing toegeken om dit in lyn te bring met die van die onderwerp-eiendom en die somtotaal van die persentasie aanpassings van al die faktore word dan toegepas op die waarde per m² van die grond gedeelte van elke vergelykbare eiendom.

Die gemiddelde aangepaste waarde per m² van die grond gedeeltes van al die vergelykbare eiendomme is dan 'n goeie aanduiding van die waarde per m² van die ontwikkelbare gedeeltes van die onderwerp-eiendom. Die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom kan vanaf hierdie waarde bereken word deur die voorgestelde waarde per m² van die grond gedeelte te vermenigvuldig met die grootte van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

Die grootte, aangepaste grondwaardes, grondwaarde per m², persentasie aanpassing, aangepaste waarde per m² en gemiddelde aangepaste waarde per m² van die vergelykende eiendomme word in Tabel 4 hieronder aangedui.

Tabel 4: Grootte, aangepaste grond waarde, grondwaarde per m², persentasie aanpassing, aangepaste waarde per m² en gemiddelde aangepaste waarde per m² van die grond gedeeltes van die vergelykbare eiendomme.

Verw. Nr.	Erf Nr.	Grootte m²	Aangepaste Grondwaarde	Grondwaarde per m²	% Aan-passing	Aangepaste Waarde/m²
3,4,1	3917	8768	R 7 056 733	R 805	-52%	R 386
3,4,2	4270	4196	R 4 812 920	R 1 147	-67%	R 383
3,4,3	4507	2718	R 7 367 992	R 2 711	-86%	R 380
Aangepaste waarde per m² vir onderwerp-eiendom						**R 383**

Na aanleiding van die berekeninge in Tabel 4, word dat die gemiddelde aangepaste waarde per m² van die vergelykbare eiendomme bereken op **R383/m²,** wat gebruik sal word vir die berekening van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

Die berekening van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom word in Tabel 5 hieronder aangedui.

Tabel 5; Berekening van die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom.

Beskrywing	Grootte m²	Waarde per m²	Totale waarde
Ontwikkelbare gedeelte	22 760	R 383	R 8 717 080

Na aanleiding van die berekening in Tabel 5, word die markwaarde van die ontwikkelbare gedeeltes van die onderwerp-eiendom bereken op **R8,717,080.**

3.6 Vergelykbare eiendomme vir die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Met die navorsing na vergelykbare eiendomme vir die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, is daar gekonsentreer op eiendomme wat nie ontwikkelbaar is nie.

Die volgende vyf eiendomme is gebruik vir die bepaling van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, en die verkooppryse van die eiendomme sluit BTW en agente kommissie uit.

3.6.1 Perseel 230, Riversdal Nedersetting.

Die eiendom is langs die N2-nasionale pad, ongeveer 2,3 kilometer wes-noordwes van die onderwerp-eiendom geleë, en is op 12/12/2025 verkoop vir **R2,354,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Desember 2025	R2,345,000
Plus 3%; Aangepaste waarde na Junie 2026	**R2,415,350**

Die grootte van die eiendom is **30,425m²** en die verbeterings op die eiendom het bestaan uit 'n restourant gebou en 'n buitegebou ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 6 hieronder aangetoon.

Tabel 6: Ontleding van Perseel 230, Riversdal Nedersetting.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		30 425	R 26	**R 805 070**
Verbeterings	**Grootte m²**	**Boukoste per m²**	**Depresiasie %**	**Totale waarde**
Restourant gebou	280,00	R 10 650	46%	R 1 610 280
Buitegebou	88,00	R 5 200	75%	R 114 400
Waarde van verbeterings				**R 1 610 280**
Totale waarde van grond en verbeterings				**R 2 415 350**

Die eiendom is groter as die van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, die ligging van hierdie eiendom vergelyk redelik met die van die onderwerp-eiendom, die karakter en potensiaal van hierdie eiendom vergelyk glad nie met die van die onderwerp-eiendom nie

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R26/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n opwaartse aanpassing van **73%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

3.6.2 Perseel 106, Riversdale Nedersetting.

Die eiendom is ongeveer 5,4 kilometer noord vanaf die onderwerp-eiendom geleë en is op 29/01/2025 verkoop vir **R2,700,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Januarie 2025	R2,700,000
Plus 6%; Aangepaste waarde na Januarie 2026	R2'862,000
Plus 2,5%; Aangepaste waarde na Junie 2026	**R2,933,550**

Die grootte van die eiendom is **63,280m²**, en die verbeterings op die eiendom het bestaan uit 'n woonhuis en twee store ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 7 hieronder aangetoon.

Tabel 7: Ontleding van Perseel 106, Riversdale Nedersetting.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		63 280	R 19	**R 1 200 990**
Verbeterings	**Grootte m²**	**Boukoste per m²**	**Depresiasie %**	**Totale waarde**
Woonhuis	100,00	R 11 350	40%	R 681 000
Stoor Nr. 1	278,00	R 4 200	40%	R 700 560
Stoor Nr. 2	130,00	R 4 500	40%	R 351 000
Waarde van verbeterings				**R 1 732 560**
Totale waarde van grond en verbeterings				**R 2 933 550**

Die eiendom is groter as die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, die ligging, karakter en potensiaal van hierdie eiendom vergelyk nie goed met die van die onderwerp-eiendom nie.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R19/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n opwaartse aanpassing van **137%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

3.6.3 Perseel 104, Riversdal Nedersetting.

Die eiendom is ongeveer 5,5 kilometer noord vanaf die onderwerp-eiendom geleë, en is op 23/01/2025 verkoop vir **R1,050,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Januarie 2025	R1,050,000
Plus 6%; Aangepaste waarde na Januarie 2026	R1,113,000
Plus 2.5%; Aangepaste waarde na Junie 2026	**R1,140,825**

Die grootte van die eiendom is **49,365m²**, en daar was geen verbeterings op die eiendom ten tyde van die verkoping nie

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 8 hieronder aangetoon.

Tabel 8: Ontleding van Perseel 104, Riversdal Nedersetting.

Beskrywing	Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond	49 365	R 23	**R 1 140 825**

Die eiendom is groter as die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, die ligging, en potensiaal van hierdie eiendom vergelyk glad nie met die van die onderwerp-eiendom nie en die karakter van hierdie eiendom vergelyk redelik met die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R23/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n opwaartse aanpassing van **96%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

3.6.4 Perseel 62, Riversdal Nedersetting.

Die eiendom is ongeveer 3.2 kilometer noord-noordwes vanaf die onderwerp-eiendom geleë, en is op 30/05/2023 verkoop vir **R875,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Mei 2023	R875,000
Plus 6%; Aangepaste waarde na Mei 2024	R927,500
Plus 6%; Aangepaste waarde na Mei 2025	R983,150
Plus 6%; Aangepaste waarde na Mei 2026	R1,042,139
Plus 0.5%; Aangepaste waarde na Junie 2026	**R1,047,350**

Die grootte van die eiendom is **8,565m²**, en daar was geen verbeterings op die eiendom ten tyde van die verkoping nie

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 9 hieronder aangetoon.

Tabel 9: Ontleding van Perseel 62, Riversdal Nedersetting.

Beskrywing	Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond	8 565	R 122	**R 1 047 350**

Die eiendom is kleiner as die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, die ligging, en potensiaal van hierdie eiendom vergelyk glad nie met die van die onderwerp-eiendom nie en die karakter van hierdie eiendom vergelyk redelik met die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R122/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n afwaartse aanpassing van **63%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

3.6.5 Perseel 273, Riversdale Nedersetting.

Die eiendom is ongeveer 1,3 kilometer noord-noordoos vanaf die onderwerp-eiendom geleë en is op 11/05/2022 verkoop vir **R2,500,000.00**.

Om die verkoopprys van die eiendom aan te pas na die datum van waardasie, is die volgende berekening gemaak:

Verkoopprys van die eiendom in Mei 2022	R2,500,000
Plus 6%; Aangepaste waarde na Mei 2023	R2,650,000
Plus 6%; Aangepaste waarde na Mei 2024	R2,809,000
Plus 6%; Aangepaste waarde na Mei 2025	R2,977,540
Plus 6%; Aangepaste waarde na Mei 2026	R3,156,192
Plus 0,5%; Aangepaste waarde na Junie 2026	**R3,171,973**

Die grootte van die eiendom is **16,420m²**, en die verbeterings op die eiendom het bestaan uit 'n stoor en 'n skadunet ten tyde van die verkoping.

Die ontleding van die waarde van die grond en die verbeterings op die eiendom word in Tabel 10 hieronder aangetoon.

Tabel 10: Ontleding van Perseel 273, Riversdale Nedersetting.

Beskrywing		Grootte m²	Waarde per m²	Totale waarde
Grootte en waarde van grond		16 420	R 50	**R 822 623**
Verbeterings	**Grootte m²**	**Boukoste per m²**	**Depresiasie %**	**Totale waarde**
Stoor	390,00	R 4 500	20%	R 1 404 000
Skadunet	3500,00	R 370	27%	R 945 350
Waarde van verbeterings				**R 2 349 350**
Totale waarde van grond en verbeterings				**R 3 171 973**

Die eiendom is groter as die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, die ligging, karakter en potensiaal van hierdie eiendom vergelyk nie goed met die van die onderwerp-eiendom nie.

Die waarde per m² van die grond gedeelte van hierdie eiendom is **R50/m²** en met inagneming van die ligging, grootte, karakter en potensiaal van die eiendom, word 'n afwaartse aanpassing van **10%** toegelaat op die waarde per m² van die grond gedeelte van die eiendom om dit vergelykbaar te maak met die grond gedeelte van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

3.7 Berekening van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Vir die berekening van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, word hierdie gedeeltes van die onderwerp-eiendom vergelyk met die grond gedeeltes van die vergelykbare eiendomme soos in Paragraaf 3.6 uiteengesit, met inagneming van die faktore wat 'n invloed het op die markwaarde van die eiendomme soos bespreek in Paragraaf 3.2.

Aan elkeen van die faktore by elke vergelykbare eiendom word 'n persentasie aanpassing toegeken om dit in lyn te bring met die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, en die somtotaal van die persentasie aanpassings van al die faktore word dan toegepas op die waarde per m² van die grond gedeelte van elke vergelykbare eiendom.

Die gemiddelde aangepaste waarde per m² van die grond gedeeltes van al die vergelykbare eiendomme is dan 'n goeie aanduiding van die waarde per m² van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie. Die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, kan vanaf hierdie waarde bereken word deur die voorgestelde waarde per m² van die grond gedeelte te vermenigvuldig met die grootte van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Die grootte, aangepaste grondwaardes, grondwaarde per m², persentasie aanpassing, aangepaste waarde per m² en gemiddelde aangepaste waarde per m² van die vergelykende eiendomme word in Tabel 10 hieronder aangedui.

Tabel 10: Grootte, aangepaste grond waarde, grondwaarde per m², persentasie aanpassing, aangepaste waarde per m² en gemiddelde aangepaste waarde per m² van die grond gedeeltes van die vergelykbare eiendomme.

Verw. Nr.	Erf Nr.	Grootte m²	Aangepaste Grondwaarde	Grondwaarde per m²	% Aan-passing	Aangepaste Waarde/m²
3.6.1	P230 RN	30 425	R 805 070	R 26	73%	R 46
3.6.2	P106 RN	63 280	R 1 200 990	R 19	137%	R 45
3.6.3	P104 RN	49 365	R 1 140 825	R 23	96%	R 45
3.6.4	P62 RN	8 565	R 1 047 350	R 122	-63%	R 45
3.6,5	P273 RN	16 420	R 822 625	R 50	-10%	R 45
Aangepaste waarde per m² vir onderwerp-eiendom						**R 45**

Na aanleiding van die berekeninge in Tabel 10, word dat die gemiddelde aangepaste waarde per m² van die vergelykbare eiendomme bereken op **R45/m²,** wat gebruik sal word vir die berekening van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Die berekening van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie, word in Tabel 11 hieronder aangedui.

Tabel 11; Berekening van die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie.

Beskrywing	Grootte m²	Waarde per m²	Totale waarde
Nie ontwikkelbare gedeelte	14 440	R 45	R 649 800

Na aanleiding van die berekening in Tabel 5, word die markwaarde van die gedeeltes van die onderwerp-eiendom wat nie ontwikkelbaar is nie bereken op **R649,800.00.**

3.8 Berekening van die markwaarde van die grond gedeelte van die onderwerp-eiendom.

Vir die berekening van die markwaarde van die grond gedeelte van die onderwerp-eiendom, word die waarde van die ontwikkelbare gedeelte van die onderwerp-eiendom en die waarde van die gedeelte van die onderwerp-eiendom wat nie ontwikkelbaar is nie bymekaar getel.

Die berekening van die markwaarde van die onderwerp-eiendom word in Tabel 12 hieronder aangetoon.

Tabel 12; Berekening van die markwaarde van die grond gedeelte van die onderwerp-eiendom.

Beskrywing	Grootte m²	Waarde per m²	Totale waarde
Gedeelte van Erf 2080 - ontwikkelbaar	22 760	R 383	R 8 717 080
Gedeelte van Erf 2080 - nie ontwikkelbaar	14 440	R 45	R 649 800
Totale grootte en waarde	**37 200**		**R 9 366 880**

Na aanleiding van die berekening in Tabel 12, word die markwaarde van die grond gedeelte van die onderwerp-eiendom bereken op **R9,366,880.00.**

3.9 Berekening van die markwaarde van die onderwerp-eiendom, min bykomende koste.

Afgesien van die aanpassings wat gemaak is op die waarde per m² van die vergelykbare eiendomme, met die vergelyking van die verskillende faktore wat die waarde van eiendomme beïnvloed, om die markwaarde van die onderwerp-eiendom te bepaal, is daar sekere kostes wat betaalbaar is deur die voornemende koper van die onderwerp-eiendom. Hierdie kostes word afgetrek van die markwaarde van die grond gedeelte van die onderwerp-eiendom soos bereken in Paragraaf 3.8.

In opdrag van die Hessequa Munisipaliteit, is die voornemende koper van die onderwerp-eiendom ook verantwoordelik vir die aanlê en voorsiening van die siviele en elektriese dienste na die onderwerp-eiendom. Die aanlê en voorsiening van siviele en elektriese dienste sal ongeveer R250,000 kos.

In samesprekings met Hessequa Munisipaliteit, is die voornemende koper ook verantwoordelik vir die helfte van die koste vir die bou van 'n rolbalbaan en klubhuis op 'n ander perseel wat deur die munisipaliteit voorsien sal word. Dit word beraam dat die koste vir die bou van 'n rolbalbaan ongeveer R3,000,000 sal kos en die bou van 'n klubhuis ongeveer R2,000,000 sal kos, wat beteken dat die totale koste R5,000,000 sal wees. Die helfte van die koste is R2,500,000 waarvoor die voornemende ontwikkelaar verantwoordelik is, en wat ook by die bykomende koste getel word.

Die bykomende koste vir die onderverdeling, hersonering en aanlê van siviele en elektriese dienste na die onderwerp-eiendom, en die helfte van die koste van 'n rolbalbaan en klubhuis, word in tabel 13 hieronder aangedui.

Tabel 13: Bykomende kostes vir die onderverdeling en hersonering van die onderwerp-eiendom, die aanlê van siviele en elektriese dienste en die helfte van die bou van 'n rolbalbaan en klubhuis.

Beskrywing van koste	Koste
Status verslae en Endossement fooie van die Landmeter-Generaal	R 1 000
Munisipale aansoekfooie vir onderverdeling en hersonering van Erf 2080,	
Riversdal.	R 6 000
Landmeter / Stadsbeplanner: Hantering van aansoek na Munisipaliteit.	R 80 000
Advertensiekoste van aansoek in die Suid-Kaap Forum	R 5 000
Landmeter fooie vir opmeting en onderverdeling en stuur van meetstukke na	
die Landmeter-Generaal	R 25 000
Kaartfooie en Koerierkoste van Landmeter-Generaal	R 2 500
Advertensiekoste van onderverdeling in die Provinsiale Staatskoerant	R 1 500
Waardasiefooi deur waardeerders	R 3 500
Diverse koste	R 5 000
Aanlê en voorsiening van siviele en elektriese dienste	R 250 000
Helfte van die koste vir die bou van 'n rolbalbaan en klubhuis	R 2 500 000
Totale bykomende koste	**R 2 879 500**

Na aanleiding van die berekening in Tabel 13, word die bykomende koste vir die onderverdeling, hersonering, aanlê van siviele dienste na die onderwerp-eiendom en die helfte van die koste vir die bou van 'n rolbalbaan en klubhuis bereken op **R2,879,500.00.**

Hierdie bykomende koste word afgetrek van die markwaarde van die onderwerp-eiendom, om die markwaarde min bykomende koste van die onderwerp-eiendom te bepaal.

Die berekening van die markwaarde min bykomende koste van die grond gedeelte van die onderwerp-eiendom word in Tabel 14 hieronder aangedui.

Tabel 14: Markwaarde min bykomende koste van die grond gedeelte van die onderwerp-eiendom.

Beskrywing	Waarde
Markwaarde van die grond-gedeelte van die onderwerp-eiendom	R 9 366 880
Bykomende koste	-R 2 879 500
Markwaarde min bykomende koste van die onderwerp-eiendom.	**R 6 487 380**

Na aanleiding van die berekeninge in Tabel 14, word die markwaarde min die bykomende koste van die onderwerp-eiendom bereken op **R6,487,380.00.**

3.10 Markwaarde van die onderwerp-eiendom min bykomende koste.

Na deeglike oorweging van al die tersaaklike faktore, asook die vergelyking van die onderwerp-eiendom met ander transaksies en met die bogenoemde inligting as maatstaf, word die markwaarde min bykomende koste (BTW uitgesluit) van die onderwerp-eiendom soos op 17 Junie 2026 bereken op:

R6,487,380.00 **(SES MILJOEN VIER HONDERD SEWE EN TAGTIG DUISEND DRIE HONDERD EN TAGTIG RAND) (BTW UITGESLUIT).**

3.11 Markwaarde per vierkante meter van die onderwerp-eiendom min bykomende koste.

Na deeglike oorweging van al die tersaaklike faktore, asook die vergelyking van die onderwerp-eiendom met ander transaksies en met die bogenoemde inligting as maatstaf, word die markwaarde min bykomende koste per vierkante meter (BTW uitgesluit) van die onderwerp-eiendom soos op 17 Junie 2026 bereken op:

R174,39/m² **(EEN HONDERD VIER EN SEWENTIG RAND, NEGE EN DERTIG SENT PER VIERKANTE METER) (BTW UITGESLUIT).**

4. KWALIFIKASIE.

4.1 Hierdie waardasieverslag is voorberei ooreenkomstig die vereistes van Internasionale Waardasie Standaarde wat aanvaar word deur beide die Suid-Afrikaanse Raad vir die Eiendomswaardersprofessie en die Suid-Afrikaanse Instituut van Waardeerders.

4.2 Hierdie waardasieverslag is konfidensieel en is saamgestel vir die uitsluitlik gebruik deur die opdraggewer van die waardasie en mag nie gebruik word deur enige ander party nie.

4.3 Hierdie waardasieverslag is voorberei op die basis dat alle informasie en faktore wat 'n invloed mag hê op die waardasie bekend gemaak is aan die waardeerder, Geen aanspreeklikheid of verantwoordelikheid kan aanvaar word vir hierdie waardasie tensy alle inligting en faktore bekend gemaak is.

4.4 Sensitiewe en konfidensiële inligting wat verkry is van derde partye (eiendoms-agente, waardeerders, ens.) vir die doeleindes van hierdie waardasie en wat gebruik word in hierdie waardasieverslag, sal nie openbaar gemaak word, mondelings of skriftelik, aan enige party sonder die skriftelike toestemming van die bron nie.

4.5 Dit word aanvaar dat verantwoordelike eienaarskap en eiendomsbestuur van toepassing is op die onderwerp-eiendom en dat alle wette en regulasies erken is.

4.6 Dit word aanvaar dat geen beswarende serwitute, reg van weg, of oorskrydings teen of op die onderwerp-eiendom bestaan, behalwe ten gunste van statutêre instansies, toepaslik op alle soortgelyke eiendomme of wat as gebruiklik beskou word.

4.7 Dit word aanvaar dat daar geen versteekte of onklaarblyklike toestande in die ondergrond is wat die waarde van die eiendom meer of minder waardevol maak nie.

4.8 Dit word aanvaar dat op grond van hierdie waardasie daar geen verdere konsultasie, getuienis, verklaring of bywoning van die hof benodig word betreffende die onderwerp-eiendom tensy vooraf reëlings getref is in die verband.

4.9 Dit word aanvaar dat hierdie waardasie gedoen is met die verstandhouding dat vrywaring toegestaan is teen enige en alle eise, verlies, bevele, aanspreeklikheid, koste en uitgawes van wat 'n aard ookal, wat direk of indirek gely mag word of toegedien mag word op grond van of na aanleiding van hierdie waardasie.

4.10 Die waardasieverslag, deel daarvan of die waardasiesertifikaat mag nie gebruik word vir enige publikasie, dokument, omsendbrief, verslag of verklaring sonder die skriftelike toestemming van die waardeerder nie.

4.11 Die begrip markwaarde word omskryf as "die prys wat vir die eiendom verkry sou word indien dit op die datum van waardasie in 'n ope mark deur 'n gewillige verkoper aan 'n gewillige koper verkoop sou word" met dien verstande dat:

(i) 'n Gewillige, vermoënde en ingeligte koper en 'n gewillige en ingeligte verkoper verstandig en sonder dwang gehandel het.

(ii) Dat daar voor die datum van waardasie 'n redelike periode, afhangende van die geaardheid van die eiendom en die mark toestand, toegelaat is vir die voldoende bemarking van die eiendom, vir die ooreenstemmigheid van die prys en terme, en vir die voltrekking van die transaksie.

(iii) Dat geen bykomstige aanbieding van kopers met 'n spesiale belang in die eiendom aanvaar word nie.

4.12 Alle waardes in hierdie verslag sluit Belasting op Toegevoegde Waarde(BTW) uit.

4.13 Alle instellings en data in hierdie verslag is verkry vanaf die opdraggewer, die aktekantoor, "Cape Farm Mapper" en boukoste indekse van AECOM. Die inligting is na die beste van my wete korrek. Geen poging is aangewend om belangrike inligting te verswyg nie en geen waarborge vir akkuraatheid word gegee nie.

4.14 Hierdie waardasie is gedoen met die veronderstelling dat geen munisipale dienste beskikbaar is vir die onderwerp-eiendom nie.

~o~

C L L VAN WYK

(PROFESSIONELE GE-ASSOSIEERDE WAARDEERDER)
(INGEVOLGE ART. 20(2)(a) VAN DIE WET OP DIE EIENDOMSWAARDEERDERSPROFESSIE, 2000)
(TAKSATEUR, INGEVOLGE ART. 6 VAN DIE BOEDELWET, 1965 (WET 66 VAN 1965)

Wardenstraat 27 **E-pos: cllvanwyk@gmail.com**
Riversdal, 6670 **Selfoon: 082 - 458 8454**

WAARDASIESERTIFIKAAT

EIENDOMSBESKRYWING:	**'n Gedeelte van die Restant van Erf 2080, Riversdal. (Jurisch Park)**
GROOTTE:	**±37,200 m²**
GEREGISTREERDE EIENAAR:	**Hessequa Munisipaliteit**
DATUM VAN WAARDASIE:	**17 Junie 2026**
DOEL VAN WAARDASIE:	**Markwaarde min bykomende koste soos op datum van waardasie.**

Ek, die ondergetekende, **Charles Louis Louw van Wyk**, Geregistreerde Professionele Geassosieerde Waardeerder in terme van Artikel 20(2)(a) van Wet Nr. 47 van 2000, sertifiseer hiermee dat ek persoonlik die bogenoemde eiendom besigtig en ondersoek het, dat ek geen belang daarby het nie en dat die waardasie onafhanklik en onpartydig gemaak is.

Die markwaarde (BTW uitgesluit) min bykomende koste van die bogenoemde eiendom was op 17 Junie 2026 bereken op:

R6,487,380,00 **(SES MILJOEN VIER HONDERD SEWE EN TAGTIG DUISEND DRIE HONDERD EN TAGTIG RAND) (BTW UITGESLUIT).**

Die markwaarde per vierkante meter (BTW uitgesluit) min bykomende koste van die bogenoemde eiendom was op 17 Mei 2026 bereken op:

R174.39/m² **(EEN HONDERD VIER EN SEWENTIG RAND NEGE EN DERTIG SENTE PER VIERKANTE METER) (BTW UITGESLUIT).**

Geteken te **RIVERSDAL** op 19 Junie 2026.

.....

C L L van Wyk (ID 461104 5006 08 7)
Professionele Geassosieerde Waardeerder.
Registrasie Nommer 6090/1

BYLAE A: DIAGRAM VAN DIE ONDERWERP-EIENDOM.

BYLAE B: LIGGING VAN DIE ONDERWERP-EIENDOM.

GIDS EN INSTRUKSIES VIR INWONERS

MASSA-INDIVIDUELE BESWAAR TEEN DIE VERKOOP EN HERSONERING VAN JURISCH PARK

Beste Inwoner en Mede-Gemeenskapslid,

Hierdie dokument bevat 'n formele, individuele beswaarskrif teen die beoogde verkoop en hersonering van 'n gedeelte (ongeveer 37 170 m² / 3.7 hektaar) van Erf 2080, beter bekend as ons geliefde Jurisch Park. Die dokument is spesifiek so opgestel dat dit aan alle wetlike vereistes voldoen en jou as individu as 'n formele 'Party tot die Aansoek' registreer.

Hoekom 'Massa-Individuele' Besware kragtiger is as 'n Petisie

In die Suid-Afrikaanse stadsbeplanningsreg (insluitend SPLUMA en die Munisipale Bate-oordragsregulasies) het 'n tradisionele petisie (waar baie mense bloot hul name op 'n lang lys teken) baie beperkte wetlike status. Die munisipaliteit kan dit as een enkele beswaar hanteer en die individue op die lys het dikwels geen verdere appèlregte nie. Maar as baie mense elkeen 'n eie, persoonlike vorm met hul eie besonderhede indien, bereik ons die volgende:

- **Individuele Regte:** Elke persoon word 'n amptelike, selfstandige party tot die saak. Die munisipaliteit is verplig om elke beswaar afsonderlik te registreer en 'n unieke ontvangsbewys uit te reik.
- **Administratiewe Verpligting:** Die Munisipale Beplanningstribunaal (MPT) moet ingelig word oor die presiese getal formele besware. As daar byvoorbeeld 100 of 500 individuele vorms is, kan dit nie as 'een petisie' gebondel of geïgnoreer word nie.
- **Behoud van Appèlregte:** Indien die munisipaliteit sou besluit om die verkoop en hersonering ten spyte van die besware goed te keur, verkry ELKE persoon wat hierdie vorm ingedien het die amptelike reg om formeel in eie naam teen die besluit te appelleer of dit wetlik te laat hersien.

Stappe om Jou Beswaar in te Dien:

1. Vul jou persoonlike besonderhede volledig in onder Afdeling 1 op die volgende bladsy. (Dit is krities vir jou wetlike status as beswaarmaker).

2. Merk met 'n 'X' of jy 'n omliggende inwoner, buurman, kerklid, gemeenskapslid of plaaslike besigheidseienaar is.

3. SKRYF JOU EIE PERSOONLIKE OPMERKING in die oop ruimte onder Afdeling 4. Dit is die mees waardevolle deel! Skryf oor jou spesifieke kommer (bv. hoe naby jy bly, jou herinneringe aan die park, geraas, die rolbalbane of die historiese monument). Dit maak jou beswaar 100% uniek en onafmaakbaar.

4. Teken en dateer die vorm onder Afdeling 4.

5. Dien die getekende vorm in voor of op Vrydag, 21 Augustus 2026 om 12:00.

BELANGRIKE INDIENINGSKANALE (Sluitingsdatum: Vrydag, 21 Augustus 2026, 12:00)
Metode A (E-pos): Skandeer of neem 'n foto van jou getekende beswaarskrif en e-pos dit na

albert@hessequa.gov.za en info@hessequa.gov.za. Gebruik as onderwerp: 'BESWAAR: ERF 2080 RIVERSDAL'.

Metode B (Handaflewering): Lewer die oorspronklike vorm af by die Hessequa Munisipale Kantore (Posbus 29, Riversdal, 6670). Vra die amptenaar om 'n afskrif daarvan te stempel met die amptelike ontvangs-datumstempel as jou permanente bewys van indiening.

Metode C (Gesamentlike Inhandiging): Gee jou getekende vorm aan die buurt-koördineerder. Ons gaan al die individuele besware saam in een groot pakket aflewer en 'n getekende lys van ontvangs (manifest) van die munisipaliteit eis om te verseker dat nie 'n enkele vorm verlore gaan nie.

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	Arnold Fransies_____
Fisieke Woonadres in Riversdal:	_21Mulderstraat_____ _____
Erfnommer (indien bekend):	_____
Kontaknommer (Telefoon / Sel):	0710859013_____ _____
E-posadres:	diekaalgatkok@gmail.com_____ _____

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.

2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m^2 tot 10 000 m^2) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste

van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

As a local resident, I strongly urge the municipality to reconsider this decision and preserve this

essential green space for the community.

My opposition is based on the following grounds.

The environmental impact, the park serves as a vital ecological sanctuary within our neighborhood, supporting a diverse array of birdlife. Most notably, it's the home and breeding ground of a pair Egyptian geese. Replacing this natural habitat with commercial development will disrupt the local ecosystem and permanently destroy the biodiversity our community values.

Security and community safety, our area already experiences significant challenges with panhandling, driven by the steady flow of trucks and long-distance travelers.

Converting this public park into a commercial facility, such as a shopping center, will drastically increase foot traffic and vehicle congestion. This will inevitably exacerbate existing security concerns and place an extra strain on municipal and local safety resources.

Loss of residential amenities, the natural landscape and open green views were the primary reasons my family and other residents chose to invest in the neighborhood.

A commercial development would reduce our view to concrete walls and parking lots, forcing homeowners to install invasive higher perimeter fencing just to maintain basic privacy and security.

Residents should not be made to feel enclosed or restricted (to feel like a prisoner) on their own properties due to the loss of the public green space.

For these reasons, selling this land priorities short term development over the long term well-being, safety and environmental health of our neighborhood and town.

I respectfully request that the municipality reject the sale and keep the park designed as a protected public space.

Thank you for considering this objection.

(We look forward to your response regarding the next steps in the public consultation process)

Arnold Fransies_
HANDTEKENING VAN BESWAARMAKER

_20 Augustus 2026
DATUM

FORMAL OBJECTION

PROPOSED DISPOSAL AND REDEVELOPMENT OF JURISCH PARK

A portion of Erf 2080, Riversdale

Municipal asset-disposal, spatial-planning, environmental and legal objection

THE OBJECTION IN ONE SENTENCE

This is not the disposal of a small, unusable remnant needed merely to unlock adjoining land: the applicant's own concept plan uses the municipal park as the principal platform for the retail centre and its major parking field. The direct sale must be refused and Jurisch Park retained in municipal ownership.

FILING PARTICULAR	DETAIL
Notice	OR23742234_PM
Municipal item / file	Council agenda item / file: Item 6.2 • File 7/2/2/7 Earlier Portfolio Committee report: Item 5.4.12: 10 June 2026
Property	Approximately 37 170 m² of Erf 2080, Riversdale (Jurisch Park)
Proposed purchaser	Dorpstraat Convenient Retail Investments (Pty) Ltd
Advertised consideration	R7 893 690,00 excluding VAT
Submission deadline	Friday, 21 August 2026 at 12:00
Objector	SS 4000 (Pty) Ltd (Shell Riversdale)

PREPARED FOR THE MUNICIPAL MANAGER • HESSEQUA MUNICIPALITY

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THE DECISIVE FACTUAL OBJECTION

THE TRANSACTION HAS BEEN DESCRIBED BACKWARDS

The municipal report treats Jurisch Park as a non-viable accessory to two private erven. The applicant's own statements and SDP show the opposite: the private erven provide conditional access, frontage and residential/edge opportunities, while the municipal park supplies the principal retail floorplate and the major customer-parking field. The park is therefore the core development platform the applicant wants to acquire, not a residual strip that has no independent function.

Council is being asked to accept the following chain of reasoning:

- Dorpstraat obtained conditional first options over Erven 7648 and 2074;
- Dorpstraat selected a preferred 7 500–10 000 m² shopping-centre format;
- the two private erven are said to be too small for that selected format;
- the municipality is therefore asked to sell approximately 37 170 m² of Jurisch Park directly to Dorpstraat; and
- the park is labelled 'non-viable' because the proposed centre is intended to obtain its main access through the private land.

That reasoning is circular. Dorpstraat's private options and preferred centre size create a private land-assembly requirement; they do not convert a functioning municipal park into non-viable property. The policy test concerns whether the municipal property can function separately—not whether it is indispensable to the applicant's preferred commercial scheme.

The decisive record facts are:

- **No ownership:** The report records first options, conditional on approval of the municipal sale. Dorpstraat is not shown to be the registered owner of either adjoining erf.
- **Separate value:** Erf 7648 is a separate 14 709 m² registered property. The municipality sold it for intended residential development; it was later resold for R2 million. The record does not show that it can function only together with Jurisch Park.
- **Preferred scale is not necessity:** The applicant says its centres range from 3 000 m² to 30 000 m² and that 7 500–10 000 m² is viable for Riversdale. It does not prove that this is the only feasible scale or that a smaller centre, residential development, mixed use or another site was properly tested.
- **The SDP reveals the real transaction:** On a visual reading of the applicant's concept plan together with the cadastral material, the principal anchor/retail building and major parking field appear materially on the municipal portion. Exact allocation per erf is not supplied and must be quantified by a cadastral overlay.
- **Public land carries the private project:** The applicant is not asking for a narrow access strip. It seeks approximately 37 170 m² of public land—more than twice Erf 7648's area—to provide the core land platform for the centre.

Key evidence 1. The report's own cadastral/satellite extract

Source: Supplementary Municipal Report, page 2. Erf 7648 and RE/2080 are shown as separate cadastral entities. Erf 7648 is recorded as approximately 14 709 m²; the proposed municipal portion is approximately 37 170 m².

Key evidence 2. What the applicant's Option 1 concept plan actually allocates

Source: Dorpstraat SDP, plan page 18 (application PDF page 27). Annotations identify visible land uses only and are not a cadastral survey. Council should require a verified per-erf overlay and land-use/area schedule before making any finding.

THE QUESTION COUNCIL MUST ANSWER

If the shopping centre's principal building and parking are planned on the municipal park, on what rational basis can that park be called a non-viable accessory that becomes functional only through the private erven? The plan indicates that the municipal land makes the private commercial project viable—not that the private land makes the municipal park functional.

APPLICANT PROPOSITIONS ANSWERED FROM THE RECORD

The objection below answers the actual propositions recorded in the application and supplementary municipal report. The quoted Afrikaans is retained so that the decision-maker can verify the source wording directly.

Proposition 1 — The applicant has conditional 'first options', not ownership

RECORD SOURCE — Supplementary Municipal Report, page 1

> "Hierdie ooreenkomste verleen aan die aansoeker 'n eerste opsie om die betrokke eiendomme te bekom, onderhewig daaraan dat die aansoek vir die aankoop van 'n gedeelte van Erf 2080 ... goedgekeur word."

WHAT THE RECORD ACTUALLY PROVES — The report does not establish a registered right of first refusal and does not attach the option agreements. It records first options over Erven 7648 and 2074 that are conditional upon Council approving the sale of the park. Dorpstraat is therefore not shown to be the adjoining landowner contemplated in paragraph 21.4.

CONSEQUENCE — A conditional commercial option cannot manufacture the policy exception or create an entitlement to direct municipal land acquisition. Council must identify the registered adjoining owners and test whether the land can truly be utilised by only one such owner.

Proposition 2 — An access agreement does not make Jurisch Park non-viable

RECORD SOURCE — Dorpstraat motivation, application PDF page 23

> "Ons het daarom met die eienaar van die aangrensende erf op Versfeldweg 'n ooreenkoms bereik ... Sonder hierdie toegang, sal enige ander party moeilik aan hierdie belangrike vereiste kan voldoen."

WHAT THE RECORD ACTUALLY PROVES — This is a statement about access for Dorpstraat's preferred shopping-centre layout. It is not evidence that Jurisch Park cannot function separately as a park, bowls facility, heritage landscape, tourism gateway or public open space. The concept plan also marks a 'LEFT IN' connection from Heidelberg Road/Hofmeyer Street, subject to road-authority approval.

CONSEQUENCE — The municipal report applies the wrong test. Difficulty in delivering the same private mall layout is not proof that the public property is non-viable or that no alternative public or private use exists.

Proposition 3 — The private erven are only 'too small' for the applicant's chosen format

RECORD SOURCE — Supplementary Municipal Report, pages 3–4

> "Die individuele eiendomme in privaatbesit (Erwe 7648 en 2074) beskik nie oor voldoende oppervlakte om die voorgestelde kommersiële ontwikkeling onafhanklik te akkommodeer nie."

WHAT THE RECORD ACTUALLY PROVES — The statement is confined to 'the proposed commercial development'. It does not say the private erven have no independent value or development potential. Erf 7648 is a 14 709 m² registered property acquired from the municipality for intended residential development and later sold for R2 million. No smaller-centre, residential, mixed-use or alternative-layout assessment is supplied.

CONSEQUENCE — The fact that the private land cannot accommodate Dorpstraat's maximum preferred scheme does not justify selling a public park. A private project must adapt to lawful land availability; municipal land is not required to expand until the preferred format fits.

Proposition 4 — The applicant's own experience confirms that smaller centres exist

RECORD SOURCE — Dorpstraat motivation, application PDF page 23

> "Bogenoemde sentrums wissel in grootte van 3,000 tot 30,000 vierkante meter ... Riversdal ... 'n sentrum van tussen 7,500 en 10,000 vierkante meter regverdig."

WHAT THE RECORD ACTUALLY PROVES — The applicant says 7 500–10 000 m² is viable; it does not establish that this is a minimum floor area, that a 3 000–7 500 m² centre is infeasible, or that the public interest requires the largest viable format. The underlying market study is absent. Viability is not necessity.

CONSEQUENCE — Council cannot accept the preferred floor-area range as a reason to dispose of the park without an independently tested alternatives and retail-need analysis, including a smaller centre on private land and other already-zoned business land.

Proposition 5 — The adjoining land is expressly intended to retain residential value

RECORD SOURCE — Dorpstraat motivation, application PDF page 23

> "Jodan beoog om op die balans van die aangrensende perseel, wat nie opgeneem word vir die winkelsentrum nie, te ontwikkel in residensiële eenhede."

WHAT THE RECORD ACTUALLY PROVES — The applicant itself proposes that the balance of adjoining land not used for the shopping centre be developed residentially. This confirms that the adjoining land has an independent function and that not every square metre is required for the retail centre.

CONSEQUENCE — The municipality must ask why the public park should carry the main mall and parking footprint while private land is preserved for access, frontage and a separate residential return. That allocation advances the applicant's commercial structure; it is not evidence of municipal necessity.

Proposition 6 — Calling the park 'non-viable' reverses the plan's actual dependency

RECORD SOURCE — Supplementary Municipal Report, page 4 and Dorpstraat SDP page 18

> "Gevolglik word die betrokke gedeelte van Erf 2080 as 'n nie-lewensvatbare ('non-viable') eiendom beskou wanneer dit in isolasie beskou word."

WHAT THE RECORD ACTUALLY PROVES — The SDP does not show a small municipal remnant becoming functional only when joined to a dominant private development site. It shows the principal centre building and substantial parking materially occupying the municipal land, with the adjoining land supporting access, edge uses and residential development. Exact per-erf areas were not provided.

CONSEQUENCE — The evidence points in the opposite direction: the applicant needs the municipal park to make its chosen private project viable. That is not the policy definition of non-viable municipal property.

Proposition 7 — Private agreements do not eliminate competition

RECORD SOURCE — Supplementary Municipal Report, page 4

> "Die projek vereis 'n samehangende ontwikkelingsbenadering van aangrensende grond, wat markmededinging beperk."

WHAT THE RECORD ACTUALLY PROVES — The report asks whether another developer can replicate Dorpstraat's same scheme under the same privately assembled conditions. That is not the complete public-law question. Competition can concern different purchasers, different lawful

uses, alternative development forms, leases or concessions, or retention and public activation. The public notice itself invites alternative proposals.

CONSEQUENCE — The municipality cannot allow one unsolicited applicant's private options to narrow the market and then rely on that self-created exclusivity as the reason to avoid competition.

Proposition 8 — 'Minimal income' does not mean 'minimal value'

RECORD SOURCE — Supplementary Municipal Report, page 5

> "Die betrokke gedeelte ... lewer tans slegs minimale inkomste vir die munisipaliteit. Die vervreemding ... bied derhalwe 'n geleentheid om die bate meer optimaal en produktief aan te wend."

WHAT THE RECORD ACTUALLY PROVES — A public park, bowls facility, heritage landscape and tourism gateway is not held primarily to generate rent. The MFMA requires consideration of economic and community value, not only current income. Deferred maintenance cannot be converted into proof of redundancy.

CONSEQUENCE — Council must compare sale against a credible retention and rehabilitation option under the SDF's IZ3 and IZ4 proposals. Without that comparison, the conclusion that private sale is 'optimal' is unsupported.

Proposition 9 — The claimed jobs and rates are not dependent on selling Jurisch Park

RECORD SOURCE — Supplementary Municipal Report, page 5

> "Die voorgestelde verkoop en ontwikkeling ... hou beduidende voordele ... in, insluitend ... Ekonomiese groei en belegging ... Werkskepping ... Verhoogde munisipale inkomste."

WHAT THE RECORD ACTUALLY PROVES — These are generic benefits of commercial development; the report does not prove that they can be realised only on Jurisch Park. An alternative Riversdale site associated with the objector is reported to have existing business zoning and an advanced retail concept. That commercial interest is disclosed and must be evidenced by the zoning certificate, dated concept plan and development programme. Its relevance is not to protect one developer from competition, but to test the report's site-specific necessity claim.

CONSEQUENCE — Council must compare the actual alternatives: sale of the park plus retail development, versus retention of the park together with retail development on already business-zoned land. If the second option can deliver private investment, construction work, permanent jobs and rates while preserving public open space, the report's economic rationale is a false binary and the opportunity cost of sale has not been assessed.

Proposition 10 — Later approvals do not permit Council to sell first and understand the risks later

RECORD SOURCE — Supplementary Municipal Report, page 6; resolution conditions 2.5 and 2.6

> "Die verkoopsvoorwaardes sal ... bepaal dat die koper ten volle verantwoordelik is vir ... die onderverdeling en hersonering ... [en] die verkryging van alle vereiste omgewingsmagtigings ..."

WHAT THE RECORD ACTUALLY PROVES — The objection accepts that final rezoning, subdivision, environmental, traffic, access, water and heritage decisions ordinarily follow through their own statutory processes. It does not contend that every final approval must already have been granted. But a later approval process does not cure an uninformed asset decision. Before permanently committing the land, Council must understand reasonably foreseeable site constraints, alternatives, public costs and the risk that the preferred development may be refused or materially redesigned.

CONSEQUENCE — At minimum, the disposal record requires preliminary fatal-flaw and alternatives screening, a verified cadastral SDP, written SANRAL and provincial-roads input, traffic scoping based on the proposed floor area and access arrangement, environmental/wetland/flood screening, heritage scoping and a credible estimate of mitigation and infrastructure costs. These are disposal-stage inputs under the MFMA and regulation 7; they are not a premature determination of the later applications.

RESULT OF THE POINT-BY-POINT REVIEW

The application establishes that Dorpstraat wants the municipal land because its preferred shopping-centre format cannot be accommodated on the private land it has conditionally assembled. It does not establish that Jurisch Park cannot function separately, that the private erven lack independent development value, that a smaller centre or residential use is infeasible, that the claimed economic benefits depend on this public site, or that Dorpstraat is the only adjoining owner capable of utilising the property. Nor may later statutory applications substitute for the disposal-stage public-value and risk enquiry. The factual foundation for the non-viable classification and direct sale therefore fails.

1. FILING LETTER AND RELIEF SOUGHT

ATTENTION: Mr. A. de Klerk

The Municipal Manager
Hessequa Municipality
PO Box 29
Riversdale
6670

BY EMAIL: albert@hessequa.gov.za

FROM: SS 4000 (Pty) Ltd (Shell Riversdale)
Reg No: 2020/852228/07

RE: FORMAL OBJECTION TO THE PROPOSED DIRECT SALE OF APPROXIMATELY 37 170 m² OF ERF 2080, RIVERSDALE (JURISCH PARK) TO DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (PTY) LTD — NOTICE OR23742234_PM

1.1 **This submission** is delivered in response to notice OR23742234_PM and constitutes a formal objection to the proposed disposal of the identified portion of Erf 2080, Riversdale. It is directed first and foremost at the asset-disposal decision. It is not merely a request for development conditions and it must not be treated as a land-use comment confined to a future rezoning application.

1.2 **The objector asks** the Council to withdraw or refuse the proposed direct sale and to retain Jurisch Park in municipal ownership as a public park, open-space, recreation, heritage, environmental, tourism-gateway and community asset. That is the primary relief throughout this objection.

1.3 The proposed purchaser's preferred commercial format does not determine whether a municipal park is 'non-viable'. The legally relevant enquiry begins with the asset's existing and reasonably foreseeable public functions, its economic and community value, the municipality's strategic objectives and the integrity of the disposal process.

1.4 If, contrary to the primary case, Council is not prepared to refuse the sale now, the only lawful and rational alternative is deferral pending a complete record, a corrected statutory and policy analysis, like-for-like independent valuation work, verified cadastral and zoning information, genuine alternatives analysis and specialist traffic, environmental, water, heritage and retail-impact investigations, followed by fresh public participation.

IMMEDIATE ADMINISTRATIVE REQUESTS

Please acknowledge timely receipt; place this objection and every annexure before the decision-maker; provide the complete signed Council resolution and minutes, together with evidence of compliance with condition 2.8 and the resulting Ward Committee records; notify the objector of every further meeting or decision; and furnish the final written decision with adequate reasons and the record relied upon.

2. EXECUTIVE CASE

2.1 The record supplied for public comment does not establish the jurisdictional and rational foundations for treating an approximately 3.7-hectare municipal park as a 'non-viable property' capable of direct disposal. On the contrary, the land is functioning independently as a park and recreation precinct and is represented in the municipal spatial strategy as part of the Riversdale entrance, tourism and public-realm agenda.

2.2 The local policy definition relied upon is exacting: the property must be incapable of development or separate function because of planning, physical constraints or extent, and must become functional only when used by an adjoining owner together with that owner's land. The application does not prove those elements. Dorpstraat is not shown to be the registered adjoining owner; private options over neighbouring properties do not turn a public park into a landlocked remnant or make it useful to only one person.

2.3 Council's MFMA enquiry cannot be reduced to whether a department presently budgets for a basic service on the land or whether the park yields direct rental income. Section 14 requires a reasonable decision at an open meeting and, for a capital asset not required for minimum basic services, express consideration of fair market value and the economic and community value to be received in exchange. The Municipal Asset Transfer Regulations additionally require the municipality to consider strategic, legal, economic and community factors, future municipal need, losses, benefits, risks, limitations, costs and the public's comments.

2.4 The municipal analysis is internally strained. It relies on rates, jobs and private investment as benefits, yet elsewhere records no material economic or financial benefit and no operational or control risk. It does not quantify the park's public value, opportunity cost or replacement cost, and it does not reconcile the permanent loss of an entrance asset with the SDF's specific Jurisch Park implementation zones.

2.5 The advertised amount of R7 893 690 is the arithmetic average of two valuations constructed on materially different bases. One valuation deducts R2 879 500 in buyer/project costs—including one half of assumed bowls and clubhouse replacement costs—while the other applies a gross rate to the full assumed area and makes no comparable deduction. Later Council conditions reportedly require the purchaser to carry 100% of relocation costs, which further disconnects the price calculation from the transaction now proposed. An average cannot cure unlike assumptions.

2.6 The application record also leaves basic facts unresolved: notice, valuation and municipal GIS extents differ; current zoning is variously described as Open Space Zone I, Utility Zone and assumed future Business Zone I; title conditions and servitudes were not fully investigated; and the conceptual development plan itself marks the flood line 'to be confirmed' and refers to park and wetland areas. These are not peripheral matters for a permanent alienation of public land.

2.7 No traffic impact assessment, N2 access and crossing analysis, quantified retail need/impact study, environmental screening report, wetland/flood delineation or heritage impact process has been placed before the public. The site's history, monument, landscape setting, bowling activity and longstanding community use increase rather than diminish the municipality's duty of care.

2.8 The proposed sale would also preconfigure a later land-use outcome. It is legally possible for disposal and planning approvals to be sequential, and this objection does not demand that every final rezoning, environmental, traffic, access or heritage approval be decided now. The distinction is between final authorisation and an informed asset decision. Council must still undertake sufficient disposal-stage screening to understand foreseeable

fatal flaws, alternatives, public costs and risks; it is irrational to value and alienate the park as though large-scale retail were inevitable while deferring every enquiry that may show the preferred form to be undesirable, infeasible or inconsistent with the SDF.

The statutory decision sequence

The municipality may not assume the mall first and then treat the public park as a residual land input.

Figure 1. The decision sequence that must be respected

Prepared from MFMA section 14, the Municipal Asset Transfer Regulations, the local Property Management Policy and the later statutory approval regimes.

3. RECORD, STANDING AND SCOPE

3.1 SS 4000 (Pty) Ltd conducts business in Riversdale through the Shell Riversdale service station and holds further business interests within Hessequa. Its interests are affected by decisions concerning the N2/Riversdale gateway, access and road safety, tourist movement, CBD trade, municipal assets and the spatial economy. Those commercial interests are disclosed candidly. The objection is advanced both in its own interest and in the public interest and does not seek protection from lawful competition.

3.2 This objection is based on the public notice; Portfolio Committee report/item 5.4.12 dated 10 June 2026; Special Council agenda item 6.2 dated 24 June 2026 and its annexures; the supplementary municipal report and resolution; the Van Wyk and DDP valuation reports; the Hessequa Municipal Spatial Development Framework 2024/2025; the 2026 reviewed-draft IDP supplied; the municipal GIS screenshot supplied by the objector; the applicant's conceptual plans; and the historical material included in the application record.

3.3 The objector has not been furnished with a complete title deed, predecessor deeds, a registered subdivision diagram for the proposed portion, a current formal zoning certificate, a cadastral GIS overlay of the SDF implementation zones, the underlying market or business study, a traffic report, environmental or wetland specialist reports, a heritage assessment, a retail impact study, or the complete signed Council minutes. Every factual proposition depending on those documents is accordingly qualified and the right to supplement is expressly reserved.

3.4 References to the claimed donation or dedication of the land are treated as a matter for documentary investigation, not as an established fact. The available record contains community allegations and a reported historical account, but no conclusive deed condition has been produced. Council must obtain the title and predecessor records before deciding; the uncertainty cannot rationally be used against preservation.

3.5 The concepts of disposal, rezoning, subdivision, consolidation, closure of any public place, environmental authorisation, water-use authorisation and heritage approval must remain distinct. A sale does not grant land-use rights, and a future rezoning cannot retrospectively validate an unsound disposal decision.

4. MATERIAL FACTS AND CHRONOLOGY

DATE	RECORDED EVENT / MATERIAL FACT
1926–1928	Historical account in the application records records T.K.K. Jurisch's role in prompting clean-up of the former dumping area; municipal planting; and naming of the park in 1928.
1940–1963	Historical material records the arch/gates, John Muir Wild Flower Garden and an approximately three-morgen proclaimed natural garden. The exact resolutions and legal status must be retrieved.
2011	Municipality sold approximately 14 709 m² to Meiprops 22 for R640 000 excluding VAT for intended residential development. The report records no deadline or reversion condition.
26 Sep 2022	The former municipal portion, now Erf 7648, was sold to Propcan for R2 million; the contemplated development had not occurred.
8 Apr 2026	Dorpstraat's unsolicited application sought the municipal portion together with privately controlled adjoining land for a 7 500–10 000 m² retail centre and residential component.
10 Jun 2026	Portfolio Committee report/item 5.4.12 dated 10 June 2026; Special Council agenda item 6.2 dated 24 June 2026 and its annexures
24 Jun 2026	The proposed disposal served before the Special Council meeting as agenda item 6.2. Council considered the Portfolio Committee's recommendation and approved the proposed direct disposal in principle, subject to conditions and public participation.
17 Jun 2026	Van Wyk valuation: 37 200 m²; assumed future Business Zone I; gross R9 366 880; project-cost deductions R2 879 500; net R6 487 380.
22 Jun 2026	DDP valuation: 37 200 m²; assumed future Business Zone I; R250/m² across the full assumed area; R9 300 000 gross.
17 Jul 2026	Public notice OR23742234_PM advertised a direct sale of approximately 37 170 m² for R7 893 690 excluding VAT and invited objections and alternative proposals.
21 Aug 2026	Published closing time for objections: 12:00.

4.1 The transaction is purchaser-led. The application explains that adjoining private parcels are subject to conditional arrangements and that the intended centre requires the municipal land. The conceptual plan shows the principal retail/anchor floorplate and a substantial parking field materially occupying the municipal park area. The exact proportion cannot be determined without a verified cadastral overlay and is not quantified in this objection.

4.2 The application's reference to preliminary or market research is not accompanied by the underlying quantified report in the material supplied. The application form itself indicates that a detailed business plan is required where a business is to be established. A summary assertion that the town can support the proposed floor area, coupled with an aspiration to protect existing retailers, is not a substitute for a transparent need and impact analysis.

PLAN-READING CAUTION

The annotated SDP under 'Read First' is used only to test the asset-disposal rationale. It does not establish cadastral boundaries, development rights, access approval, environmental feasibility or heritage acceptability. Its own annotations confirm unresolved park/wetland and flood-line issues.

5. APPLICABLE LEGAL AND POLICY FRAMEWORK

5.1 MFMA and Municipal Asset Transfer Regulations

5.1.1 Section 14(1) of the Local Government: Municipal Finance Management Act 56 of 2003 ('MFMA') prohibits transfer of a capital asset needed to provide the minimum level of basic municipal services. If that threshold prohibition does not apply, section 14(2) permits disposal only after the municipal council, in a meeting open to the public, has decided on reasonable grounds that the asset is not needed to provide that minimum level and has considered the fair market value of the asset and the economic and community value to be received in exchange for it.

5.1.2 Section 14(5) requires the transfer process to be fair, equitable, transparent and competitive and consistent with the municipality's supply-chain management policy, subject to the statutory framework in force. The point is not that every disposal must follow an identical auction; it is that departure from competition must be authorised, factually justified and transparently applied.

5.1.3 The Municipal Asset Transfer Regulations, GN R878 of 22 August 2008, effective 1 September 2008, give content to this discipline. Regulation 3 requires appropriate valuation, continuity of municipal services, risk transfer and preservation of municipal asset capacity, including prevention of indiscriminate or unsustainable transfers. Regulations 5 to 7 regulate in-principle approval and the information relevant to Council's decision.

5.1.4 Regulation 7 requires consideration, where applicable, of whether the asset may be required for municipal use later; expected losses and gains; significant costs and benefits; risks and rewards; limitations, conditions and non-compliance; estimated transaction and transfer costs; public comments; Treasury representations; and any other strategic, legal, economic or community factors. A tick-box departmental response or an assertion of 'minimal income' does not discharge that composite enquiry.

5.1.5 Regulation 11 permits conditions governing the disposal method and price framework, while regulation 12 requires disposal in accordance with the municipality's disposal-management system. The Supreme Court of Appeal in Emalahleni Local Municipality v Propark Association confirmed the importance of compliance with section 14 before municipal property is transferred. The applicable decision must be made on the actual asset and transaction, not on an assumed future development outcome.

5.2 Local Property Management Policy

"non-viable property" means Property that, owing to urban planning, physical constraints or extent cannot be developed on its own or function as a separate entity and that can therefore become functional only if used by an adjoining owner in conjunction with such owner's property.

5.2.1 Paragraph 21.4 of the version reproduced in the municipal record permits approval without a competitive process where non-viable property can only be utilised by one adjacent landowner, including in response to an unsolicited application, because no purpose would be served by competition. It is an exception whose factual elements must be proved; it is not a freestanding 'non-viable asset law' and cannot displace the MFMA or the Regulations.

5.2.2 The Municipal Asset Transfer Regulations date from 2008. The record supplied does not identify the original adoption date, Council resolution, complete current text or amendment history of Hessequa's local policy. Those documents must be disclosed. No adoption date should be inferred from the extract alone.

5.3 SPLUMA, SDF and land-use by-law

5.3.1 The Spatial Planning and Land Use Management Act 16 of 2013 ('SPLUMA') establishes the principles of spatial justice, spatial sustainability, efficiency, spatial resilience and good administration in section 7. Section 22 requires municipal land-development decisions to be guided by and consistent with the applicable municipal spatial development framework, unless site-specific circumstances justify a departure. Section 42 applies the statutory planning criteria to a later land-use decision.

5.3.2 The SDF is not itself a zoning scheme and does not determine the disposal application as if it were a rezoning. It is nevertheless directly relevant at the asset-disposal stage under regulation 7's strategic, legal, economic and community factors. A permanent sale structured around a predetermined retail outcome cannot rationally disregard the public-realm, gateway, heritage, tourism and CBD functions the SDF assigns to this location.

5.3.3 Under the Hessequa Municipal Land Use Planning By-law, a future rezoning, subdivision or consolidation would require a separate application and assessment against the section 65 criteria. If all or part of the affected land is legally a public place, closure would require the applicable process, including section 26 and the relevant land-use authorisation. This objection does not assume public-place status; it requires the municipality to establish it from title, diagrams and records.

5.4 Environmental, water and heritage law

5.4.1 Section 2 of the National Environmental Management Act 107 of 1998 requires sustainable-development, risk-averse and participatory decision-making principles to inform organs of state. Whether a listed activity is triggered must be determined by proper screening against the final footprint and current regulations; the present record does not establish either that authorisation is required or that it is unnecessary.

5.4.2 If a watercourse or wetland is affected, water uses under section 21(c) or (i) of the National Water Act 36 of 1998 may require authorisation or fall within a general authorisation. A verified aquatic delineation and flood study are needed before that conclusion can be reached. The application plan's express statement that the flood line is to be confirmed underscores the uncertainty.

5.4.3 The National Heritage Resources Act 25 of 1999 is materially engaged. A development changing the character of a site exceeding 5 000 m², or a rezoning of land exceeding 10 000 m², ordinarily invokes section 38 notification unless another listed exception applies. Heritage Western Cape must determine the scope. Section 34 may apply to any structure older than 60 years. The relevant heritage resource is not limited to the monument object; landscape, setting, social memory, botanical history and spatial relationships require assessment.

6. GROUNDS OF OBJECTION

CONTROLLING PROPOSITION

The application has inverted the enquiry: it starts with the private centre's land requirement and then calls the municipal park non-viable. The lawful enquiry starts with the public asset, its functions and value, and asks whether disposal is justified at all.

6.1 Jurisch Park is not a 'non-viable property'

6.1.1 Jurisch Park presently functions as a separate municipal entity. It accommodates public open space, bowling activity, a clubhouse, landscaped and historical features, a monument and an identifiable gateway landscape. Independent functionality is demonstrated by use and public purpose; it is not defeated because the land could yield more private floor area after rezoning.

6.1.2 At approximately 3.7 hectares, the proposed portion is not shown to be a narrow residual strip, inaccessible sliver or cadastral remnant. The valuation reports themselves assume that between approximately 22 760 m² and 27 200 m² is developable for a hypothetical business use. That assumption contradicts any suggestion that extent or physical configuration makes the land incapable of separate function.

6.1.3 The policy requires functionality only in conjunction with an adjoining owner's property. Dorpstraat is not shown in the record to be the registered owner of Erf 7648 or the other private parcels; its arrangements are conditional options or agreements. A commercial applicant cannot manufacture sole-adjacency by contracting privately for neighbouring properties and then rely on the exception to bypass competition.

6.1.4 The cadastral plan, GIS screenshot and surrounding street network indicate more than one boundary and public interface. The municipal notice also invites alternative proposals. That invitation is difficult to reconcile with a concluded factual finding that no purpose could be served by competition because only one adjacent owner can use the land.

6.1.5 The earlier private parcel's approval for residential use and the purchaser's assertion that its assembled private land is too small for the preferred shopping-centre format do not make the municipal park non-viable. The policy test concerns the municipal property, not the optimum footprint of an unsolicited private project.

6.1.6 Low operating revenue or deferred maintenance is not non-viability. Parks and heritage landscapes produce non-market value: recreation, public health, shade, amenity, ecological function, tourism identity, civic memory and spatial structure. A municipality cannot convert under-maintenance into proof that the land lacks function.

6.2 Direct disposal is not justified

6.2.1 Once the non-viable classification fails, paragraph 21.4's direct-negotiation exception falls away. A permanent sale of scarce municipal entrance land to enable a private retail centre would then require the ordinary, transparent disposal pathway and a defensible public-interest rationale. Council retains the anterior option—preferred here—not to dispose at all.

6.2.2 The direct-sale route also creates an avoidable perception that the municipal estate is being used to solve an applicant's land-assembly problem. The proposed centre appears, from the concept plan, to depend materially on the municipal portion. That

dependence strengthens the bargaining and public-value case for retention; it does not justify exceptional disposal.

6.2.3 The municipality's own general property-disposal guidance describes competitive process as the principle and direct disposal as an exception. The transaction record must therefore show the complete policy, the precise delegated or Council authority, the factual findings satisfying each exception element and consistency with the disposal-management system.

6.3 Statutory public-value enquiry is inadequate

6.3.1 The report's departmental finding that the land is not currently needed for basic services addresses only the first MFMA threshold. It does not answer whether the municipality should retain the land for park, recreation, tourism, gateway, heritage, environmental, stormwater or future strategic purposes, nor does it quantify economic and community value surrendered.

6.3.2 The regulation 7 assessment appears to record anticipated jobs, rates and asset-management benefits, but elsewhere states that the sale has no material economic or financial benefits and no operational or control risk. Those propositions cannot all stand without explanation. Permanent loss of control over a strategic entrance parcel is itself a risk requiring assessment.

6.3.3 The analysis does not test a reasonable retention alternative: municipal rehabilitation of Jurisch Park as the SDF's IZ3 tourism-services and IZ4 crafters-market / public-realm node, with safe visitor parking, shaded picnic space, indigenous greening, local craft activation, pedestrian connections and restored heritage interpretation. It also fails to compare lease, concession, partnership, market, event, recreation or partial-activation models that preserve title.

6.3.4 A defensible assessment should compare whole-life public outcomes, not simply sale proceeds against present maintenance. It must include the cost of replacement public open space, relocation, stormwater/flood mitigation, heritage loss, traffic works, opportunity cost, reduced municipal control, and the social and economic value of the park's alternative future.

Figure 2. Municipal GIS screenshot supplied by the objector

The screenshot identifies RE/2080 as Utility Zone, surveyed, with a geometry area of 36 235,94 m² (data date shown: 27 June 2018). This differs from the public notice and valuation extents and requires formal verification.

6.4 Valuation and price are not robustly established

6.4.1 The Van Wyk report values the assumed gross development potential at R9 366 880, comprising 22 760 m² at R383/m² and 14 440 m² at R45/m². It then deducts R2 879 500 for survey/status/services and project-specific costs, including R2.5 million representing one half of an assumed R5 million replacement cost for bowling greens and the clubhouse, to reach R6 487 380.

6.4.2 The DDP report applies R250/m² to the full assumed 37 200 m² and concludes at R9 300 000, without the comparable project-cost deductions. It assumes future Business Zone I, does not rely on a complete title investigation, excludes structures and improvements and uses limited comparables with a sliding-scale adjustment. Its report appears to use 10 000 m² as constrained land while Van Wyk uses 14 440 m²—a difference of 4 440 m².

6.4.3 The advertised R7 893 690 is the simple average of R6 487 380 and R9 300 000. That arithmetic blends a project-specific net figure with a gross figure. On a purely arithmetic gross-to-gross basis, the mean of R9 366 880 and R9 300 000 is R9 333 440—R1 439 750, or approximately 15.43%, above the advertised amount. This comparison is not offered as an independent valuation; it demonstrates why averaging unlike bases is not a reliable market-value conclusion.

6.4.4 The later transaction condition that the purchaser reportedly carries 100% of relocation costs is inconsistent with the half-cost deduction embedded in the Van Wyk figure. The municipal report referred to approximately R3 million relocation, while Van Wyk assumed R5 million. The price, obligations and valuation assumptions must be reconciled on the same transaction terms.

6.4.5 Both reports assume future Business Zone I value while current zoning and title status remain contested. A hypothetical rezoning assumption may be relevant to highest and best use, but it cannot be applied circularly without allowance for planning risk, time, impact mitigation, heritage/environmental constraints and the possibility that the SDF supports a different public future.

6.4.6 Council should obtain a peer-reviewed valuation instruction that is identical across valuers; establish current title, zoning, extent and encumbrances; value existing municipal improvements and retained public functions; distinguish gross land value from purchaser-specific development costs; and separately disclose every rebate or obligation. Until then, it cannot rationally certify the advertised figure as fair market value.

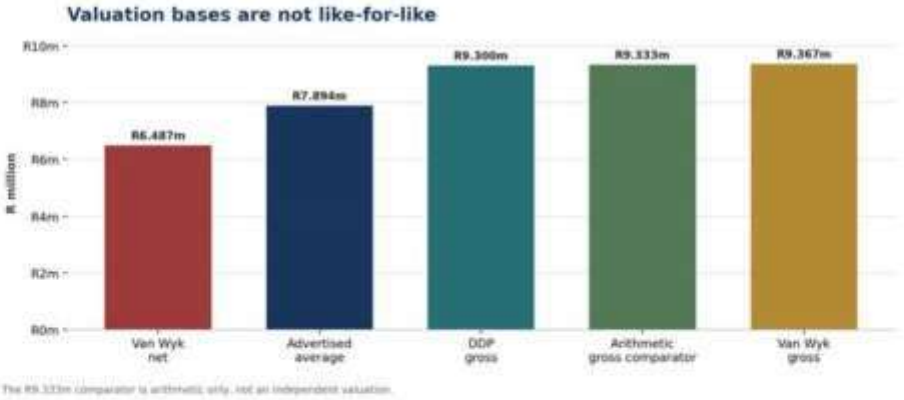

Figure 3. Reconciliation of the advertised price and the two valuation bases
Source: Van Wyk valuation dated 17 June 2026; DDP valuation dated 22 June 2026; municipal notice. Figures rounded in the labels. The gross comparator is arithmetic only.

6.5 SDF, gateway and open-space conflict

6.5.1 The 2024/2025 Hessequa SDF directs Riversdale to protect heritage, reinforce and regenerate the CBD, improve transport and pedestrian systems, upgrade intersections, strengthen urban greening and significant public spaces, connect the open-space system and preserve the town's rural character. Those are not generic aspirations; the SDF maps and describes implementation areas at the N2 entrance.

6.5.2 The site appears, subject to a verified cadastral overlay, to fall within or intersect IZ3 (Tourism Services) and IZ4 (Crafters Market). IZ3 calls for celebration of town history and heritage, monuments and information, entrance parking where tourists can pause, and shaded picnic places. IZ4 calls for local arts and crafts, pedestrian orientation and connection to the CBD, street furniture, paving, ablutions and indigenous greening.

6.5.3 A conventional inward-focused retail centre and parking field occupying the municipal park is not self-evidently consistent with that concept. The SDF separately identifies a MU4 area for high-intensity mixed commercial and retail uses near the N2. The differentiation matters: it shows that the plan does not treat every N2-facing parcel as interchangeable retail land.

6.5.4 The municipality must prepare a cadastral/SDF overlay, explain the extent of IZ3 and IZ4 on the proposed portion, evaluate retention and implementation of those public proposals, and state why alienation for a private centre would better advance the SDF's gateway, tourism, CBD and public-realm objectives. Absent that analysis, the disposal is strategically premature.

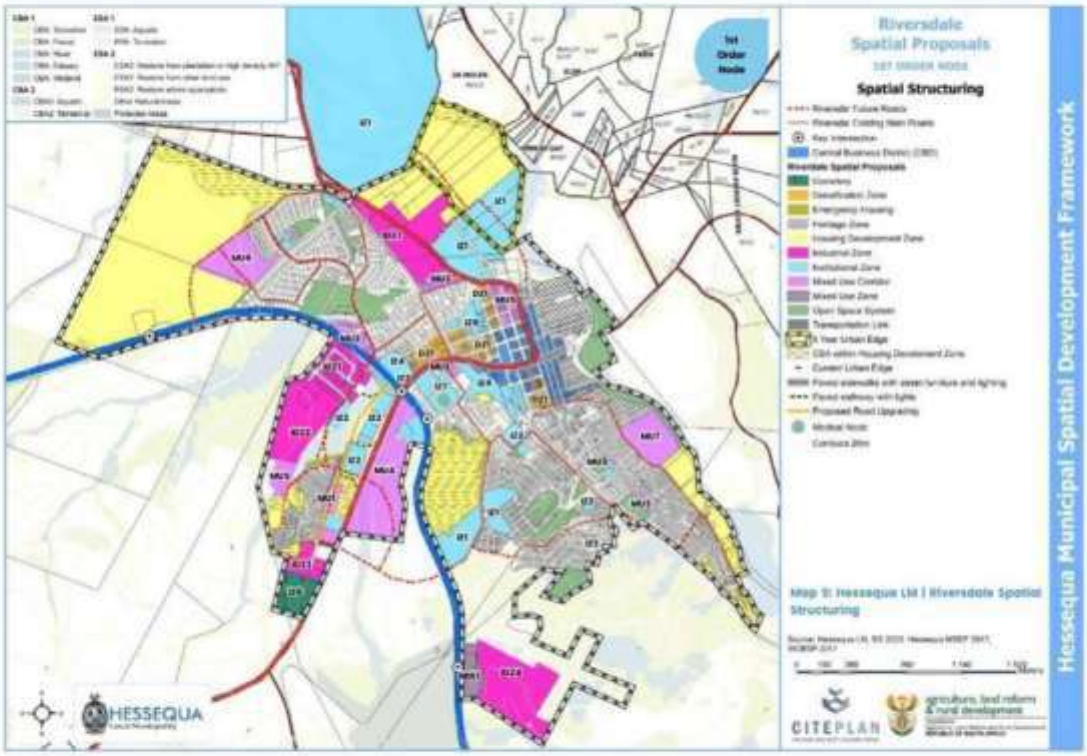

Figure 4. Riversdale spatial proposals — SDF Map 9

Source: Hessequa Municipal SDF 2024/2025, Map 9 (page 69 of the supplied PDF). IZ3 and IZ4 are shown at the Riversdale entrance; precise property correspondence requires a municipal GIS overlay.

6.6 Zoning, cadastral extent and title are unresolved

6.6.1 The public notice identifies approximately 37 170 m². Both valuations use approximately 37 200 m². The GIS screenshot supplied identifies 36 235.94 m². The difference is approximately 934 to 964 m², depending on the comparison. A permanent sale cannot proceed on an approximate polygon without an approved survey description and a reconciled valuation of the same land.

6.6.2 Van Wyk records current zoning as Open Space Zone I. The municipal GIS screenshot displays Utility Zone for RE/2080. DDP's summary refers to Business Zone I but its report elsewhere makes clear that Business Zone I is a proposed or assumed future zoning. These accounts may relate to different data dates, polygons or assumptions; they cannot be resolved by assertion.

6.6.3 Under the 2018 Hessequa zoning scheme, Open Space Zone I is directed to active and passive recreation on public land, while Utility Zone is directed to governmental or utility functions. Neither description establishes existing Business Zone I rights. Council must issue a current zoning certificate, zoning map and history for the exact disposal portion and identify every required consent, rezoning, subdivision, consolidation or closure process.

6.6.4 The valuation reports do not establish a complete title investigation. The municipality should disclose title deed T102434/2007, predecessor deeds, SG diagrams, servitudes, restrictive conditions, dedication or proclamation records and every condition governing public or community use. No transfer should be approved subject merely to later discovery of a condition that should have informed the section 14 decision.

6.7 Heritage and historical setting require protection

6.7.1 The application's own historical material records the transformation of a former dumping area through civic initiative associated with T.K.K. Jurisch, the naming of the park in 1928, later gates and arch, the John Muir Wild Flower Garden, a proclaimed natural-garden component, public events and a long-standing town entrance identity. These facts support rehabilitation and interpretation, not a conclusion of municipal redundancy.

6.7.2 Community reports from 2012, included in the application bundle, alleged a donation or a 'never sell' understanding. Those allegations are not accepted here as proved. They are, however, a clear evidentiary trigger for a title and archives investigation. The municipal official statement reported at the time—that the remaining park, gardens, bowls and monument would not be developed—also requires explanation as a past public representation, whether or not legally binding.

6.7.3 Retaining an isolated monument in a traffic or parking island does not necessarily preserve heritage significance. Setting, landscape, approach, vegetation, social use, bowls precinct and the relationship between the park and town gateway may be integral to significance. A heritage process must therefore precede any irreversible disposal decision and should be informed by Heritage Western Cape.

6.7.4 The objector requests the Council archive, deeds office and Surveyor-General searches identified in Annexure D, including any 1963 proclamation or resolution. Pending that work, the prudent course is retention. If the records establish a trust, condition, dedication, public-place status or other limitation, the municipality must apply it strictly.

6.8 Environmental and water constraints are untested

6.8.1 The application identifies park and wetland areas and leaves the flood line to be confirmed. The municipal assessment nevertheless appears to treat environmental effects as manageable without producing specialist screening. That conclusion is premature.

6.8.2 The municipality should require, at minimum, an up-to-date environmental screening report; wetland and watercourse delineation; hydrological and floodline verification; stormwater and water-quality assessment; ecological sensitivity / CBA overlay; indigenous vegetation and tree survey; and a constraints-led site plan. A CBA designation, if confirmed, is not an automatic prohibition, but neither can it be ignored.

6.8.3 Any historic absence of storm damage after works does not substitute for a development-specific flood and stormwater assessment under current climate, catchment and design assumptions. Extensive hard surfacing, parking and roofs may change runoff quantity and quality, while downstream and N2 infrastructure constraints require cumulative analysis.

6.9 Traffic, N2 safety and access are untested

6.9.1 Local observations reported to the objector indicate difficulty for vehicles turning right towards or across the N2 at the Riversdale entrance. This is recorded as a concern requiring empirical verification, not as a concluded traffic fact. The SDF itself identifies safer N2 pedestrian crossings, key-intersection upgrades and significant transport improvements as priorities.

6.9.2 A centre of the scale described—approximately 7 500 to 10 000 m² plus residential and ancillary uses—requires a comprehensive, cumulative traffic impact assessment before the asset is committed. It should address N2/R323/Heidelberg Road/Hofmeyr Street/Versfeld Street/Albertyn Street interfaces, right-turn and crossing movements, queueing, weaving, freight and service access, pedestrian and cyclist safety, public transport, school and seasonal peaks, emergency access and road-upgrade responsibility.

6.9.3 SANRAL and the relevant Western Cape roads authority should be engaged early and their written comments disclosed. Access assumptions and road works must be costed and incorporated into the same valuation and public-value analysis. A sale price that excludes material public road costs overstates the net public benefit.

6.10 CBD, tourism and alternative-site effects

6.10.1 The concern is not protection of individual traders from lawful competition. It is the municipality's duty to understand the spatial-economic consequences of selling a strategic public gateway site for an out-of-CBD retail concentration while the SDF seeks CBD reinforcement, tourist movement into town and public-realm regeneration.

6.10.2 A transparent retail need and impact assessment should quantify current and committed retail supply, trade-area demand, expenditure leakage, floor-area need by category, vacancies, the proposed tenant mix, cumulative effects, implications for CBD footfall and tourism-routing, and mitigation. The applicant's assertion that existing retailers should be protected or that the town can support the centre is not evidence without the underlying study.

6.10.3 The objector discloses that an alternative Riversdale retail site is associated with the objector or an associated entity. It is reported to have existing business zoning and capacity for approximately 4 655 m² gross lettable area, with potential expansion

reportedly between 6 000 and 7 500 m², and planning is being advanced. This ground should be supported by the zoning certificate, dated concept plan and a concise development programme. The point is not that Council must favour that project or protect it from lawful competition. The point is that the municipality's claimed jobs, rates and investment benefits are not shown to depend on selling Jurisch Park.

6.10.4 The correct public-interest comparator is therefore not 'shopping centre or no economic growth'. It is whether Riversdale can retain Jurisch Park and still obtain commercial investment on private, already business-zoned land. Council should require a comparative alternatives assessment covering: no sale / park rehabilitation together with development of the already-zoned alternative; development solely on Dorpstraat's private assembled land at a smaller scale; CBD infill or distributed retail; lease or concession models preserving municipal title; and an SDF-led IZ3/IZ4 gateway precinct. The comparison must use common criteria—jobs, rates, capital cost, public value, traffic, heritage, environment, CBD effects, deliverability and municipal risk.

6.11 Bowls relocation and social infrastructure

6.11.1 The park contains functioning bowling greens and a clubhouse. The record refers to an alternative municipal site affected by a floodline and to estimated relocation costs that vary between approximately R3 million and R5 million. It also records a change from a 50/50 cost approach to a condition under which the purchaser is to carry 100% of relocation costs.

6.11.2 No complete equivalent-site assessment, club mandate, concept design, geotechnical/flood confirmation, approvals programme, bill of quantities, funding security, programme, temporary-accommodation plan or operational-transition agreement is supplied. Relocation cannot be treated as a simple monetary condition where the facility's continuity, social network and location are part of its value.

6.11.3 If Council does not refuse the sale, no transfer, occupation, demolition or works should occur until a replacement facility of equal or better quality is fully approved, funded, built, commissioned and accepted by the affected club and municipality. This is subordinate protection, not consent to disposal.

6.12 Participation and record deficiencies

6.12.1 Meaningful participation requires disclosure sufficient for an informed response. The notice describes the price as fair market value but does not explain that it is an average of unlike valuation bases or that one valuation deducts purchaser/project costs. It uses an extent that differs from the valuations and the GIS screenshot, while the application materials do not resolve current zoning or title.

6.12.2 The official Special Council agenda records condition 2.8, requiring the matter to be referred to the Ward Committees of Wards 6, 7 and 8 during June 2026. The disclosed record does not establish whether those referrals occurred, what information was placed before the Ward Committees, what comments or recommendations were received, or whether and how those comments were considered. The Municipality is requested to disclose the relevant referral correspondence, agendas, minutes, comments and resulting consideration.

6.12.3 Departmental comments are, in material respects, blank, generic or confined to current service need. The full inputs from planning, parks, engineering, roads, stormwater, finance, legal services, heritage/environmental functions and local

economic development should be disclosed, together with every specialist report and the underlying applicant market research.

6.12.4 Because the notice invites objections and alternative proposals, Council must conscientiously consider them before a final decision. If material new information is obtained after closure—title restrictions, revised valuation, survey, traffic comments or specialist reports—it should be published and the public given a reasonable opportunity to respond before Council decides.

7. DECISION REQUESTED

7.1 For the reasons above, the objector requests that Council resolve that the proposed direct sale is not approved and that the in-principle approval, if any, is withdrawn, rescinded or not confirmed in accordance with the applicable procedure.

Council is specifically requested to:

- find that the supplied record does not establish that the proposed portion is 'non-viable property' or usable by only one adjoining owner;
- find that direct disposal under paragraph 21.4 is therefore not justified;
- retain Jurisch Park in municipal ownership and protect its present public, open-space, recreation, landscape and heritage functions;
- initiate an SDF-led Jurisch Park / Riversdale Gateway rehabilitation and management plan, including IZ3 tourism-services and IZ4 crafters-market/public-realm proposals;
- secure and catalogue the title, historical, proclamation and municipal-archive record;
- maintain the bowling and community facilities pending a transparent precinct process;
- publish the final decision, adequate reasons, minutes and record and serve them on the objector; and
- confirm that no sale agreement will be concluded and no transfer steps taken while the objection is pending and any lawfully available internal remedy has not expired or been determined.

PROPOSED POSITIVE MUNICIPAL OUTCOME

Retention need not mean stagnation. Council can convert a contested disposal into a visible gateway project: restored park and heritage interpretation; upgraded bowls and community facilities; safe visitor stopping; indigenous greening; craft and event activation; pedestrian connection to the CBD; and transparent partnerships that retain public ownership.

8. ALTERNATIVE AND SUBORDINATE RELIEF

8.1 If Council is not prepared to grant the primary relief immediately, the objector requests deferral. Deferral must not be framed as in-principle acceptance of a sale. It is sought only to prevent irreversible error and to enable a lawful, informed decision.

Before any renewed disposal decision, the municipality should:

- produce the complete current Property Management Policy, adoption and amendment resolutions, disposal-management system and SCM provisions;
- produce the open-meeting section 14 resolution, complete minutes, voting record and all conditions;
- verify the exact extent by approved survey description and reconcile every plan and valuation;
- obtain title deed T102434/2007, predecessor deeds, SG diagrams, servitudes, public-place/dedication/proclamation records and a formal current zoning certificate;
- commission a like-for-like independent valuation peer review, separately disclosing gross value, mitigation costs, relocation obligations, improvements, public opportunity cost and net proceeds;
- complete a full regulation 7 report assessing future municipal use, losses/gains, benefits, risks, conditions, costs, comments and strategic/legal/economic/community factors;
- prepare a cadastral SDF overlay and a comparative alternatives assessment, including retention and already-zoned alternatives;
- obtain a cumulative traffic impact assessment and written SANRAL / provincial roads inputs;
- obtain environmental screening, wetland/flood/stormwater, ecological and tree/vegetation investigations;
- notify Heritage Western Cape and complete the heritage scope it requires;
- obtain a quantified retail need, CBD/tourism and cumulative spatial-economic impact assessment;
- secure an equivalent bowls-facility plan and binding funding/continuity arrangement; and
- re-advertise the fully defined transaction and complete record for fresh comment, with a competitive process unless a lawful exception is newly and strictly proved.

8.2 If, after that process, any sale is still contemplated, Council should impose a minimum price supported by the reconciled valuation, require all mitigation and relocation costs to be additional to the price, prohibit on-sale or change of control designed to capture public uplift, provide firm development milestones and reversionary rights, preserve heritage and open-space obligations, and make transfer conditional on all statutory approvals. These protective conditions are pleaded strictly in the alternative and do not waive the objection to disposal.

9. RESERVATION AND SIGNATURE

9.1 The objector reserves the right to supplement this objection when the requested record or new material is disclosed, to participate in every land-use, environmental, water, heritage, road-access or public-place process, and to pursue any internal remedy, review or other relief available under the Promotion of Administrative Justice Act 3 of 2000 and/or the principle of legality. This reservation is not a threat; it records the procedural position created by an incomplete public record.

9.2 Nothing in this objection should be construed as accepting the accuracy of an unverified extent, current zoning, title status, claimed donation, floodline, market demand, development footprint, valuation assumption or relocation proposal. Where the record is sufficient, the objection states the fact; where it is not, the uncertainty and required verification are identified.

SIGNED FOR AND ON BEHALF OF THE OBJECTOR

OBJECTOR: SS 4000 (Pty) Ltd Reg no: 2020/852228/07

NAME OF AUTHORISED SIGNATORY: Jacobus van Tonder

SIGNED AT: PAARL

DATE: 2026/08/21

SIGNATURE: _____

ANNEXURE A — EVIDENTIARY ISSUE MATRIX

ISSUE	RECORD SOURCE	DEFECT / CONFLICT	REQUIRED RESPONSE
Conditional options	Supplementary Report pp1, 3; resolution condition 2.7	Dorpstraat is not shown as registered owner; first options depend on approval of the municipal sale	Produce agreements; identify registered owners; The requirements of the adjoining-owner/direct-sale exception have not been demonstrated on the disclosed record
SDP land allocation	Dorpstraat SDP p18; cadastral extract	Core retail floorplate and major parking appear materially on municipal land; no per-erf schedule	Verified cadastral overlay and area/use schedule required
Private-land alternatives	Dorpstraat motivation p23; Supplementary Report pp1, 3–4	Centres range 3 000–30 000 m²; 7 500–10 000 m² is asserted viable, not proved necessary; residential use retained	Test smaller centre, residential/mixed use and alternative business-zoned sites
Economic-benefit dependency	Supplementary Report pp5, 7; alternative-site evidence	Jobs, rates and investment stated generically; no proof those benefits require Jurisch Park	Compare park sale against park retention plus already-zoned private development
Approval sequencing	Supplementary Report p6; conditions 2.5–2.6	Final approvals deferred, but disposal-stage fatal flaws, public costs and risks not screened	Early roads, traffic, environmental, heritage and cadastral scoping before asset decision
Non-viable classification	Policy definition and para 21.4; report	Park functions independently; approximately 3.7 ha; no proof of single adjoining registered owner	The non-viable classification is not established on the disclosed record; consequently, reliance on the direct-sale exception has not been justified.

ISSUE	RECORD SOURCE	DEFECT / CONFLICT	REQUIRED RESPONSE
MFMA public need/value	Portfolio Committee report 5.4.12 and Special Council agenda item 6.2; regulation 7 factors	Basic-service need addressed narrowly; park/gateway/community value not quantified; internal benefit statements inconsistent	Return for proper s14 and reg 7 evaluation
Extent	Notice; both valuations; GIS screenshot	37 170 m² / 37 200 m² / 36 235.94 m²	Approved survey and valuation reconciliation required
Zoning	Van Wyk; DDP; GIS	Open Space I / assumed future Business Zone I / Utility Zone	Formal current zoning certificate and history required
Title and historic dedication	Valuations; community history	Title not fully investigated; donation allegation unproved	Retrieve title, predecessors, diagrams and archives before decision
Valuation	Van Wyk and DDP	Net figure averaged with gross figure; inconsistent relocation/cost assumptions	Peer review on identical instruction and transaction terms
SDF	2024/2025 SDF pp57, 64–65, Map 9, pp73–74	IZ3/IZ4 gateway/public-realm objectives not reconciled with disposal	Cadastral overlay and consistency / public-value analysis
Traffic	Application concept; SDF transport proposals	No TIA or road-authority comments	Cumulative TIA, SANRAL and provincial roads input
Retail/CBD	Applicant motivation; SDF CBD objectives	Underlying market study absent; cumulative CBD/tourism effect untested	Independent need and impact study plus alternatives
Environment/water	Plan: floodline to be confirmed; park/wetland notes	No specialist record	Screening, wetland/flood, stormwater, ecological work
Heritage	Historical material and monument	No HWC process; setting/social history unassessed	HWC notification and HIA scope
Bowls	Report and valuations	R3m/R5m estimates; floodline site; no complete replacement plan	Equivalent facility, funding, approvals and continuity first
Participation	Public notice; Special Council agenda item 6.2, condition 2.8	The official Council agenda required referral to Ward Committees 6, 7 and 8, but the disclosed record does not establish whether the referrals occurred, what information was provided, what comments were received or how they were considered	Produce the referral letters, ward committee agendas and minutes, comments received and evidence of their consideration

ANNEXURE B — VALUATION RECONCILIATION

COMPONENT	AMOUNT	CALCULATION / BASIS	OBSERVATION
Van Wyk — gross	R9 366 880	22 760 m² at R383/m² + 14 440 m² at R45/m²	Assumed future BZ1; title servitudes unknown; improvements excluded
Van Wyk — deductions	(R2 879 500)	Survey/status/services and half assumed bowls + clubhouse replacement	Includes R2.5m, being half of assumed R5m replacement
Van Wyk — net	R6 487 380	Gross less deductions	R174.39/m² over assumed 37 200 m²
DDP — gross	R9 300 000	R250/m² × 37 200 m²	No comparable project-cost deduction; assumed proposed BZ1
Advertised amount	R7 893 690	Simple average of Van Wyk net and DDP gross	Combines unlike bases
Arithmetic gross comparator	R9 333 440	Average of R9 366 880 and R9 300 000	Demonstrative only; not an independent valuation
Difference	R1 439 750	Gross comparator less advertised amount	Approximately 15.43% of gross comparator

The reconciliation does not assert a final market value. It identifies why Council cannot rationally treat the simple average as a conclusive fair-market figure without a common instruction, title/zoning verification, treatment of public improvements, and consistency between the sale obligations and valuation deductions.

ANNEXURE C — AUTHORITIES AND SOURCE REGISTER

AUTHORITY	PROVISION	RELEVANCE
Local Government: Municipal Finance Management Act 56 of 2003	Sections 14(1), 14(2), 14(5)	Minimum-basic-service threshold; open Council decision; fair market value and economic/community value; fair, equitable, transparent and competitive process
Municipal Asset Transfer Regulations, GN R878 (22 Aug 2008; effective 1 Sep 2008)	Regs 1, 3, 5–7, 11–13	Fair market value; valuation/preservation; in-principle approval; strategic/community factors; method and compensation
Hessequa Property Management Policy — version excerpted in Portfolio Committee report 5.4.12 and repeated in Special Council agenda item 6.2	Definition 'non-viable property'; para 21.4	Narrow direct-sale exception; complete policy/adoption history requested
Spatial Planning and Land Use Management Act 16 of 2013	Sections 7, 22 and 42	Planning principles; SDF guidance/consistency for later land-development decision; decision criteria
Hessequa Municipal Land Use Planning By-law	Sections 15, 26 and 65	Later land-use applications, possible public-place closure, assessment criteria
Hessequa Zoning Scheme By-law 2018	Open Space Zone I and Utility Zone provisions	Current-use objectives; formal zoning status remains to be verified
National Environmental Management Act 107 of 1998	Section 2; listed-activity framework	Sustainable-development and participatory principles; screening required
National Water Act 36 of 1998	Section 21(c) and (i), if applicable	Watercourse/wetland works subject to authorisation framework
National Heritage Resources Act 25 of 1999	Sections 34 and 38	Structures older than 60 years; notification / HIA thresholds and process
Emalahleni Local Municipality v Propark Association (89/12) [2012] ZASCA 177	Municipal-property transfer	Confirms materiality of compliance with MFMA section 14 before transfer
Choisy-Le-Roi Owners' Association v Municipality of Stellenbosch [2022] ZAWCHC 71; 2022 (5) SA 461	SPLUMA section 22	SDF treatment in the later land-development decision

Official online sources checked for the legal framework:

- MFMA — South African Government
- Municipal Asset Transfer Regulations — National Treasury
- SPLUMA — South African Government
- NEMA — South African Government
- NHRA — South African Government
- Hessequa Land Use Planning By-law — Provincial Gazette
- Hessequa Zoning Scheme By-law 2018 — Provincial Gazette
- Hessequa property services page

Application-specific record sources:

- Public notice OR23742234_PM dated 17 July 2026.
- Portfolio Committee report/item 5.4.12, file 7/2/2/7, dated 10 June 2026, together with its annexures.
- Hessequa Municipality Special Council Agenda dated 24 June 2026, agenda item 6.2, pages 40–49.
- Supplementary information and resolution regarding sale of a portion of Erf 2080 to Dorpstraat.
- Van Wyk valuation report dated 17 June 2026.
- DDP valuation report dated 22 June 2026.

- Hessequa Municipal Spatial Development Framework 2024/2025, especially pages 57, 64–65, Map 9 at page 69, and pages 73–74.
- Municipal GIS screenshot supplied by the objector, data date displayed 27 June 2018.
- Historical press and community material reproduced in the Dorpstraat application record.

ANNEXURE D — DOCUMENTS AND INFORMATION REQUESTED

REF	DOCUMENT OR INFORMATION REQUESTED	RESPONSIBLE SOURCE
R-01	Complete current Property Management Policy; Council adoption and amendment resolutions; disposal-management system; relevant SCM policy	Municipality
R-02	Complete signed Council resolution and minutes; voting record; delegated authority; and evidence of implementation of condition 2.8, including the referrals to Ward Committees 6, 7 and 8, agendas, minutes and comments received.	Municipality
R-03	Title T102434/2007; predecessor deeds; SG diagrams; servitudes; subdivision and public-place / dedication records	Municipality / Deeds / SG
R-04	Current zoning certificate, map and history for exact disposal portion	Municipality
R-05	Approved survey description, area reconciliation, cadastral SDP overlay and per-erf land-use/area schedule	Municipality / land surveyor
R-06	Copies or appropriately redacted versions of the first-option and access agreements relied upon; proof of the registered ownership of Erven 7648 and 2074; the market research and detailed business plan relied upon; tenant and floor-area schedules; and any assessment of a smaller centre or alternative sites.	Applicant / Municipality
R-07	Traffic impact assessment and SANRAL / provincial roads comments	Applicant / road authorities
R-08	Environmental screening, wetland/floodline, stormwater, ecology/CBA and vegetation reports	Applicant / specialists
R-09	Heritage Western Cape correspondence and heritage assessment	Applicant / Municipality
R-10	Bowls club mandate, replacement-site investigations, flood/geotechnical work, cost plan and funding security	Municipality / applicant / club
R-11	Complete departmental comments and regulation 7 assessment	Municipality
R-12	1963 natural-garden proclamation/resolution and Jurisch / park archive record	Municipality / archives
O-01	Objector identity, authority and standing particulars	Objector
O-02	Alternative already-zoned business-site zoning certificate, dated concept plan and concise development programme; disclose associated commercial interest	Objector
O-03	Photographs / affidavits documenting current public, bowls, landscape and heritage use	Objector / community
O-04	Proof of emailed and hand-delivered filing before deadline	Objector

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: JENNIFER LOTZ

Fisieke Woonadres in Riversdal: OOSTHUIZEN STR. 11

Kontaknommer (Telefoon / Sel): 0729916464

E-posadres: jenniferlotz372@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar aflewerings voertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Vir my as boorling van Riversdal is dit 'n ~~skrein~~ skreiende skande dat ons munisipaliteit dit kan oorweeg om die bietjie groenspasie wat ons as dorp het, te verminder. Die

park was ons dorp se trots in die verlede en sleg verwaarloos oor die laaste 3 dekades. Julle, as munisipaliteit het dit verwaarloos en nou wil julle dit verkwansel-n maklike manier om jul hande in onskuld te was. Dit toon geen respek vir historiese waardes en erfenis nie. En die plan om die rolbalbaan te verskuif na die tennisbane beteken nie ons as dorp verloor nie net 1, maar, 2 groen spasies. Die "tennisbaan graspark" is 'n speelruimte en pietniek plek vir kinders en gesinne - ipv. direk stilbaai te ry in die middag na werk, ry gewoon daar verby en sien hoe die kinders dit geniet.

HANDTEKENING VAN BESWAARMAKER

18 Augustus 2026.

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: AVIS LOTZ

Fisieke Woonadres in Riversdal: 11 OOSTHUIZENSTR.

Kontaknommer (Telefoon / Sel): 0826956391

E-posadres: avislotz02@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar aflewerings voertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

1.In 'n dorp wat reeds sukkel met water (veral in die somer) gaan dit 'n groter las plaas op ons water vooraad.

2 Die park is die enigste natuurlik "mooi" gesig van ons dorp op die N2 – nou wil jul dit verder op bou met kommersiële geboue wat lelik is vir die oog.

3. Die verlies van pragtige ou bome en natuur is 'n verlies vir ons dorp en ons gemeenskap en 'n skande dat jul as munisipaliteit so kortsigtig en geld gierig is.

4. Al wat die munisipaliteit nodig het om te doen is om die park te beveilig en tot sy vorige glorie te herstel, sodat ons as gemeenskap dit as ou dae kan geniet en benuttig.

5. Geld behoort nie so belangrik te wees nie, ~~Goos om~~ eerder die behoud van ons dorpserfenis, sodat die mense wat verbyry kan sê: "Die dorp is darem bevoorreg om so mooi park te hê by hul ingang!"

HANDTEKENING VAN BESWAARMAKER

18/08/26.

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Tielman Gideon Roos
Fisieke Woonadres in Riversdal: Louwrensweg 2, Riversdal
Kontaknommer (Telefoon / Sel): 083 261 6630
E-posadres: tielmanroos60@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore. *

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

* Sien ook my verdere opmerkings onder par. 4

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Ek beklemtoon graag die bedreiging wat die gewroakte beoogte ontwikkeling vir die middedorp sal inhou. Hierdie

bedreiging is nie denkbeeldig of hipoteties nie. Inteendeel, dit is in veral plattelandse dorpe reg oor Suid-Afrika keer op keer konkreet ervaar. Die verval van die tradisionele sakekerne van sulke dorpe is tasbare bewys daarvan. Voeg daarby die realiteit dat groot deel van winste wat in die beoogte sake-sone gein sal word, die dorp sal uitvloei, dan volg dit duidelik dat die voorgenome verpreembding vir Riversdal uiters ongewens is.

19/08/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMAL INDIVIDUAL OBJECTION

In terms of the Spatial Planning and Land Use Management Act 16 of 2013 (SPLUMA), the Municipal Finance Management Act 56 of 2003 (MFMA), the Municipal Asset Transfer Regulations, 2008 (MATR), applicable municipal policy and all other applicable legislation

AGAINST THE PROPOSED ALIENATION AND REZONING OF A PORTION OF ERF 2080, RIVERSDALE (JURISCH PARK)

TO:
The Municipal Manager
Hessequa Municipality
Riversdale

BY EMAIL:
albert@hessequa.gov.za
info@hessequa.gov.za

BY POST / HAND DELIVERY:
P.O. Box 29
Riversdale
6670

ADVERTISEMENT / NOTICE REFERENCE:
Proposed alienation of a portion of approximately 37 170 m² of Erf 2080, Riversdale (Jurisch Park) to Dorpstraat Convenient Retail Investments (Pty) Ltd for the development of a commercial shopping centre and possible residential units.

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1. DETAILS OF THE OBJECTOR

Full Name and Surname:
DR BOOL (BHDV) SMUTS

Physical Residential Address:
Zeekoegat Homestead, Riversdale, 6670

Contact Number:
083 324 3344

Email:
bool@landmarkfoundation.org.za

Relationship to the property / area:

☒ Local Riversdale Business Owner

☒ Concerned Resident / Interested Ratepayer

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2. INTRODUCTION: THIS OBJECTION IS ABOUT WHAT KIND OF RIVERSDALE WE INTEND TO LEAVE TO THE NEXT GENERATION

I, the undersigned resident, business owner and affected interested party of Riversdale, hereby formally object to the proposed alienation and rezoning of approximately 37 170 m² of Erf 2080, commonly known as Jurisch Park, for commercial development.

I do so not merely because I oppose another shopping centre in Riversdale, but because the proposed disposal represents, in my view, a profound contradiction of Hessequa Municipality's own stated environmental, sustainability, tourism and developmental commitments, and goes against the safeguards of ecological and open space assets of our community and its future.

Jurisch Park is not an accidental piece of vacant municipal land.

It is an established public green space at the principal gateway into Riversdale. It contains mature trees, lawns, recreational facilities and a historical monument. It has provided residents with an accessible public open space for decades and forms part of the visual and environmental character of the town, especially at the town entrance.

The proposal would permanently remove approximately 3.7 hectares of this public green asset and replace it with a large commercial development.

That decision deserves to be considered against what Hessequa Municipality itself has repeatedly told residents, ratepayers, visitors, the public and other spheres of government about the kind of municipality it seeks to be.

Hessequa has publicly promoted environmental sustainability for many years. Its earlier Integrated Development Plan expressly described a **"Hessequa Green Strategy"**, with the stated vision of innovative and sustainable management of natural and human capital, protection of ecosystems and natural resources, protection of cultural and natural assets, investment in renewable energy and the creation of a genuinely green municipality. This proposal goes against that objective.

The same strategy included objectives to protect ecosystems and natural resources, protect cultural and natural assets, invest in renewable energy and plant trees in streets and parks.

Hessequa subsequently launched its **100 000 Trees Campaign**, stating that trees help control stormwater, provide shade and cooling, reduce erosion, filter air, sequester carbon and increase property values. The Municipality described the campaign as an effort to protect and conserve indigenous vegetation for future generations and invited residents to help make Hessequa "110% green".

Hessequa is now also investing heavily in renewable energy. The Municipality procured the development of an approximately 10 MW solar photovoltaic plant together with a 10 MWh battery energy storage system at Riversdale.

In April 2026, the Western Cape Government reported that the Riversdale Solar Power Plant, being led by the provincial government and Hessequa Municipality, was 98% complete and described it as positioning Riversdale as a leading example of renewable-energy innovation. The project is intended to generate approximately 15 million kWh annually and reduce the town's dependence on Eskom.

The Western Cape Government has described the project as a **R210 million solar project** intended to make Riversdale substantially more resilient to load shedding.

This is commendable.

But sustainability cannot logically mean investing millions of Rand in renewable electricity while simultaneously treating established urban green infrastructure as disposable because it does not generate a commercial rental income, and be allowed to deteriorate over many years through management and maintenance neglect. This neglect is seen in disgraceful waste management in the poorer neighborhoods, sewerage and effluent waste into water courses. With such a record you cannot claim environmental credentials.

A sustainable town needs both renewable energy **and** functioning green infrastructure **and** honest and accountable management of ecological impacts.

It needs both electricity resilience **and** ecological resilience.

It needs both economic development **and** public open and green places.

It needs both buildings and the living landscapes between them that are clean and not polluting.

The proposed disposal of Jurisch Park therefore raises a fundamental question:

Is Hessequa Municipality's commitment to sustainability as a genuine integrated development principle, or is "green" being applied selectively as veneer where it is convenient while established public green assets are sacrificed when a commercial opportunity arises?

I respectfully submit that Council must answer that question before it can rationally approve this transaction.

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3. THE MUNICIPALITY'S OWN HISTORY MAKES THE PRESENT PROPOSAL PARTICULARLY TROUBLING

The proposed disposal becomes even more difficult to reconcile with the Municipality's own history concerning Jurisch Park.

The Hessequa / Eden municipal Integrated Development Plan for 2007/2008 specifically identified: "Jurisch Park – Re-development and upgrading of Jurisch Park, Riversdale" and allocated **R200 000** from Council resources for that purpose.

This is significant.

It demonstrates that the Municipality previously regarded Jurisch Park not as surplus or non-viable land, but as a municipal asset worthy of public investment and redevelopment.

The Municipality's later planning documents are even more revealing.

The Hessequa 2017–2022 IDP material includes a commercial-development objective concerned with keeping business in the town rather than moving it to the periphery, but also records: "Jurisch park can be utilised to move business closer to N2."

The later planning material therefore demonstrates that the potential commercial utilisation of Jurisch Park was not simply an unforeseen development proposal arising independently of municipal planning. Jurisch Park had, at least by that stage, entered municipal strategic thinking concerning commercial development and the N2 corridor.

I do not allege, without further evidence, that the Municipality deliberately allowed Jurisch Park to deteriorate in order to facilitate its eventual sale. But the chronology raises a legitimate and important question which Council should answer:

Was the deterioration and under-maintenance of Jurisch Park simply the consequence of municipal neglect, or was the Municipality contemplating its eventual commercial disposal while allowing the public asset to deteriorate?

That question is particularly important because the present proposal appears to rely, at least in part, upon the current condition and limited commercial income of the property to support its classification as "non-viable".

If a municipality first fails to maintain a public asset and then relies upon the consequences of that failure as evidence that the asset is no longer viable or valuable, the process becomes circular.

Neglect cannot reasonably be permitted to manufacture the justification for disposal.

The Municipality should therefore disclose:

1. all Council resolutions concerning the future of Jurisch Park since 2007;

2. all budgets and expenditure relating to the maintenance, redevelopment or upgrading of Jurisch Park;
3. all municipal reports considering commercial, residential, tourism, recreational or other alternative uses of Jurisch Park;
4. all records concerning the 2007/08 R200 000 allocation;
5. all records concerning the subsequent proposal to use Jurisch Park to move business closer to the N2;
6. when the decision was first taken to consider the disposal of the property;
7. when the property was first classified as "non-viable"; and
8. the reasons why the Municipality moved from a policy of investment and redevelopment to one of disposal.

This information is material to the rationality, transparency and procedural fairness of the present decision.

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4. JURISCH PARK IS NOT "NON-VIABLE" MERELY BECAUSE THE MUNICIPALITY HAS FAILED TO MAINTAIN IT

The proposed classification of approximately 37 170 m² of Jurisch Park as "non-viable" is strongly disputed.

The concept of non-viable municipal property is not properly understood as meaning land that does not presently produce commercial income.

The accepted municipal formulation of "non-viable property" concerns property which, because of urban planning, physical constraints or its extent, cannot be developed on its own or function as a separate entity and can therefore only become functional through use by an adjoining owner in conjunction with that owner's property.

Jurisch Park does not fit that description merely because it is presently used as public open space.

It is approximately 3.7 hectares in extent. It is at the town entrance.

It has functioned independently as a public park for decades.

It contains recreational infrastructure.

It is accessible to the public.

It occupies a strategically important position at the entrance to Riversdale.

It has tourism, heritage, recreational, social and environmental functions.

It does not need an adjoining private property owner in order to function.

It has the invaluable potential of serving a educational, meeting place, ecological garden depicting the regions rich faunal and faunal heritage.

Indeed, the Municipality's own historical investment decision demonstrates that it was capable of functioning as a municipal recreational and public asset.

The issue is therefore not whether Jurisch Park can function.

It clearly can.

The real issue is whether the Municipality has chosen not to maintain and develop its existing public function because it now prefers a commercial use.

That is an entirely different question.

An asset does not become "non-viable" simply because its owner has failed to realise its potential.

A public park may have substantial public value without generating rental income, besides that value extends and is vested in future generations.

Indeed, the Municipality's own environmental policies recognise that trees and green spaces produce benefits such as cooling, stormwater management, erosion control, air filtration, carbon sequestration and improved property values.

Those benefits are forms of public value.

They are not rendered worthless because they do not appear as rental receipts on a municipal income statement.

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5. THE PROPOSAL CONTRADICTS HESSEQUA'S OWN ENVIRONMENTAL POLICY AND IDP COMMITMENTS

The contradiction is not simply rhetorical.

Hessequa's own planning material identifies environmental sustainability as a strategic objective.

Its 2017–2022 IDP identifies **"Parks and Open Space Planning and Development"** as a Hessequa programme and aligns it with the strategic goal of promoting environmental sustainability.

The Municipality's earlier Green Strategy went considerably further, expressly identifying protection of ecosystems and natural resources, protection of cultural and natural assets, investment in renewable energy, and trees in streets and parks as municipal objectives.

The Municipality's 100 000 Trees Campaign similarly recognises the environmental and social value of trees and green infrastructure.

The Municipality must therefore explain how the permanent destruction of an established urban green space of approximately 3.7 hectares is consistent with those commitments.

It is not sufficient to say that the Municipality is simultaneously undertaking other environmental initiatives.

The relevant question is whether the decision concerning Jurisch Park itself is consistent with the Municipality's stated environmental obligations and planning framework.

A municipality cannot meaningfully promote the planting and protection of trees while disposing of established public green infrastructure without a rigorous assessment of the public environmental value being lost.

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6. RIVERSDALE'S RENEWABLE-ENERGY INVESTMENT MAKES THE LOSS OF GREEN INFRASTRUCTURE EVEN MORE DIFFICULT TO JUSTIFY

The Municipality's substantial investment in renewable energy makes the present proposal particularly difficult to understand as an integrated sustainability strategy.

Hessequa has embarked upon a major solar and battery-storage project in Riversdale, with the Municipality and Western Cape Government investing in energy resilience and renewable-energy infrastructure.

This is a forward-looking investment.

But the resilience of a town is not only measured in megawatts.

Urban resilience also depends upon:

- functioning public open spaces;
- mature trees and vegetation;
- stormwater attenuation;
- shade and cooling;
- biodiversity;
- recreation;
- social cohesion;
- waste and effluent management;
- tourism and amenity;
- heritage; and

- attractive and liveable urban environments.

The Municipality's own tree campaign recognises many of these functions.

It is therefore inconsistent to treat renewable energy as an essential component of sustainability while spending millions thereon, while treating an established public green space as an expendable asset and allowing its neglect.

Green energy and green space are complementary components of a sustainable town, not competing alternatives.

The Municipality should therefore provide a documented assessment of the cumulative environmental and sustainability implications of the proposed loss of Jurisch Park.

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7. RIVERSDALE IS PART OF THE GOURITZ CLUSTER BIOSPHERE RESERVE

The environmental context is particularly important.

The Gouritz Cluster Biosphere Reserve was designated by UNESCO in 2015. UNESCO identifies it as an exceptionally biodiverse region in which three recognised biodiversity hotspots converge: Fynbos, Succulent Karoo and Maputaland–Pondoland–Albany.

Hessequa's own current IDP records that Hessequa Municipality is affiliated with the Gouritz Cluster Biosphere Reserve and is one of its main contributing municipalities.

The UNESCO description of the Gouritz Cluster specifically emphasises the relationship between biodiversity conservation, sustainable development and local communities.

Riversdale therefore does not exist in an environmental vacuum, it hosts the Biosphere head office and yet it now tries to convert its key green space into a shopping mall.

The town forms part of a globally recognised biosphere context.

Jurisch Park may be an urban park rather than a wilderness area, but that does not make it environmentally irrelevant.

Urban green spaces provide opportunities to retain vegetation, support biodiversity, regulate temperature, manage stormwater, provide an education resource in ecological regeneration and recreational access to nature, and maintain the ecological character and attractiveness of settlements.

At the very least, the environmental contribution of Jurisch Park must be properly assessed before it is permanently converted into buildings, parking areas and roads.

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8. THE MUNICIPALITY'S TOURISM OBJECTIVES ALSO WEIGH AGAINST THE DISPOSAL

Jurisch Park occupies a highly visible position at the entrance to Riversdale.

Its location gives it an importance beyond its physical boundaries.

It forms part of the town's visual gateway and contributes to the first impression experienced by people arriving from the N2.

This is particularly relevant because Hessequa itself treats tourism as an important component of local economic development and has maintained a formal tourism strategy for the municipality. The Municipality subjected its Tourism Strategy to public review and subsequently published a draft revised Tourism Strategy for further municipal consideration.

A municipality seeking to strengthen tourism should not automatically regard prominent green gateways as vacant development opportunities.

Riversdale's attractiveness lies partly in its heritage, landscape, streetscape, trees, open spaces and relationship with the broader natural environment.

A generic shopping centre could be constructed in many places.

A mature public park at the gateway to a historic town cannot readily be recreated elsewhere.

The loss is therefore not simply a loss of land.

It is a loss of place.

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9. THE PROPOSAL APPEARS TO SACRIFICE A PUBLIC ASSET WITHOUT A CORRESPONDING MATERIAL MUNICIPAL BENEFIT

The present objection is strengthened by the apparent position in the Municipality's own Council report that the sale would provide **"no material economic or financial benefit for the Municipality."**

If that statement is accurately recorded in the Council documentation, it is extraordinary.

The Municipality proposes permanently alienating approximately 37 170 m² of public land.

Yet its own report apparently concludes that the sale provides no material economic or financial benefit to the Municipality.

If that is the case, Council must explain why an irreplaceable public asset should nevertheless be disposed of.

The Municipality cannot simply substitute the private developer's potential commercial benefit for the Municipality's own public interest.

The relevant question is not merely whether a shopping centre can be built.

The relevant question is whether **this public land should be alienated for that purpose**.

That requires a proper comparison between:

- the public value of retaining Jurisch Park;
- the public value of alternative development;
- the financial return to the Municipality;
- the economic effect on the existing CBD;
- the environmental costs;
- the recreational and social costs;
- the heritage consequences;
- the impact on neighbouring properties;
- the cost of relocating existing facilities; and
- the availability of alternative commercial sites.

Without that comparison, Council cannot reasonably conclude that permanent disposal is in the public interest.

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10. THE EXISTENCE OF A PLANNED N2 COMMERCIAL CORRIDOR REQUIRES THE ALTERNATIVES TO BE PROPERLY INVESTIGATED

The present proposal must also be assessed against the spatial planning framework for Riversdale.

The existing objection records that the approved Spatial Development Framework identifies an MU4 Mixed-Use Development Corridor opposite the N2 and provides for high-intensity commercial and retail activities in that corridor.

If that spatial planning designation remains applicable, Council must explain why a large commercial development is being directed into an established public park rather than being accommodated within the existing planned commercial corridor.

This is particularly important because SPLUMA requires spatial planning and land use management to be inclusive, developmental, equitable and efficient.

The principles underlying South African spatial planning require sustainability, efficiency and integration and require planning decisions to consider the relationship between built and natural environments and the needs of communities and the environment.

The Municipality should therefore demonstrate that all reasonable alternative commercial locations have been investigated and compared.

The mere existence of a developer wishing to develop Jurisch Park does not establish that Jurisch Park is the appropriate location.

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11. THE PROPOSED DEVELOPMENT WOULD CAUSE A PERMANENT LOSS OF PUBLIC GREEN SPACE

The approximately 37 170 m² proposed for alienation represents nearly 3.7 hectares of publicly accessible green space.

This is not a minor encroachment.

It is a substantial permanent reduction in the amount of green space available to the Riversdale community.

The consequences include the loss of:

- mature trees;
- lawn and permeable surfaces;
- shade;
- recreational space;
- children's play space;
- community gathering space;
- visual amenity;
- ecological habitat;
- stormwater absorption;
- cooling effects;
- tourism amenity; and
- the green character of the N2 gateway to Riversdale.

Once developed, these functions cannot simply be replaced by landscaping around a shopping centre.

A parking lot with ornamental trees is not equivalent to an established public park.

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12. THE HISTORICAL MONUMENT CANNOT BE "PRESERVED" BY BEING PLACED INSIDE A SHOPPING CENTRE

The site contains a historical monument.

The proposal to retain or integrate the monument into the development does not necessarily preserve its heritage significance.

Heritage is not simply an object.

Heritage also includes context, setting, dignity, landscape and the relationship between a monument and the community that created or uses it.

Surrounding a historical monument with parking areas, traffic, commercial signage, shopping activity and mechanical infrastructure may preserve the physical object while destroying much of its setting and meaning.

A proper heritage assessment is therefore required.

The Municipality should not accept the proposition that retention of the monument alone resolves the heritage issue.

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13. THE RELOCATION OF THE BOWLS FACILITIES CREATES A SECOND LOSS OF GREEN SPACE

The proposal creates what may properly be described as a **double loss of public open space**.

First, Riversdale loses Jurisch Park.

Second, the relocation of the bowls facilities to Takkieskloof requires additional development of land that is presently open and green.

The current proposal therefore does not merely relocate recreational facilities.

It risks progressively converting two areas of public open space into built infrastructure.

The current objection records an estimated relocation cost of approximately R3 million.

That expenditure requires careful scrutiny.

If public funds must be spent to relocate facilities because an existing public park is being sold, Council should establish:

1. the full cost of the relocation;
2. who bears that cost;
3. the opportunity cost of the alternative site;
4. the environmental impact of development at Takkieskloof;
5. the flood-line implications;
6. the long-term maintenance costs; and
7. whether retaining and upgrading Jurisch Park would provide a materially better public outcome.

It would be perverse if the Municipality were to incur substantial public expenditure to destroy one public recreational asset while simultaneously reducing another.

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14. THE SOCIO-ECONOMIC CASE FOR THE DEVELOPMENT HAS NOT BEEN ADEQUATELY ESTABLISHED

The Council report apparently suggests that the proposed development will increase property values.

That assertion requires independent evidence.

A commercial development may increase the value of some commercial land while simultaneously reducing the amenity and desirability of adjoining residential properties.

Properties that currently overlook a green park may instead overlook:

- parking;
- delivery areas;
- illuminated signage;
- commercial buildings;
- traffic;
- loading facilities;
- refrigeration and air-conditioning equipment; and
- increased night-time activity.

Any claim of increased property values must therefore distinguish between municipal valuation effects and actual market consequences for affected homeowners.

The Municipality should commission an independent property and socio-economic assessment rather than relying upon unsupported assertions.

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15. THE IMPACT ON RIVERSDALE'S EXISTING CBD MUST BE ASSESSED

The proposed shopping centre is not being developed in an empty economic landscape.

Riversdale already has an established historic CBD containing locally owned and family businesses.

The introduction of a substantial new commercial node may redistribute rather than create economic activity.

If expenditure is diverted from the existing CBD to a new commercial centre, the result may include:

- reduced foot traffic in the historic centre;
- declining turnover;
- increased vacancies;
- pressure on small businesses;
- deterioration of heritage buildings;
- further decentralisation of commercial activity; and
- eventual loss of the very historic town character that contributes to Riversdale's tourism value.

This is particularly important given the Municipality's own strategic concern with commercial activity and the retention of business within the town.

An independent socio-economic impact assessment is therefore essential.

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16. TRAFFIC, NOISE AND RESIDENTIAL AMENITY

The proposed development will inevitably introduce a substantially different traffic pattern into the surrounding area.

The impact requires proper assessment, including:

- customer traffic;
- delivery vehicles;
- heavy vehicles;
- early-morning deliveries;
- pedestrian movements;
- parking;
- loading areas;

- emergency access;
- night-time lighting;
- refrigeration equipment;
- air-conditioning equipment;
- refuse collection; and
- noise generated by commercial operations.

The surrounding area includes established residential properties and churches.

The effect on these uses cannot simply be assumed to be acceptable.

A comprehensive and independent Traffic Impact Assessment and Noise Impact Assessment should therefore be undertaken before any final decision.

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17. CONSTITUTIONAL AND ENVIRONMENTAL GOVERNANCE CONSIDERATIONS

The proposed decision must also be considered within the constitutional framework governing local government.

Section 152 of the Constitution identifies among the objects of local government:

- sustainable service delivery;
- promotion of social and economic development;
- promotion of a safe and healthy environment; and
- encouragement of community participation in local government.

These objectives are directly relevant to the proposed disposal of a major public green space.

The decision cannot properly be characterised as a simple property transaction.

It concerns the long-term environmental, social, spatial and economic structure of Riversdale.

Similarly, the National Environmental Management Act requires development to be socially, environmentally and economically sustainable and requires consideration of ecosystem disturbance, loss of biological diversity, pollution and degradation, cultural heritage, the precautionary approach and negative impacts on people and the environment.

The environmental consequences of the proposal must therefore be properly assessed rather than assumed away.

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18. THE CENTRAL QUESTION OF THIS APPLICATION

The central question before Council should not be: **"Can this piece of municipal land be sold?"**

The real question is: **"Is it in the public interest for Hessequa Municipality permanently to dispose of approximately 3.7 hectares of established public green space at the gateway to Riversdale for commercial development when the Municipality's own policies and historical planning documents recognise the importance of environmental sustainability, parks and open spaces, tourism, natural and cultural assets, and when the Municipality's own records appear to indicate that the sale provides no material financial benefit to the Municipality?"**

That is the question Council must answer.

And it cannot be answered merely by saying that the land is currently under-maintained.

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19. THE MUNICIPALITY MUST NOT BE PERMITTED TO CONVERT NEGLECT INTO A JUSTIFICATION FOR DISPOSAL

There is a fundamental governance concern at the heart of this application.

If a municipality allows a public park to deteriorate, the deterioration does not extinguish the public interest in the park.

If anything, the Municipality's failure to maintain the park creates a stronger obligation to consider whether rehabilitation would provide a better public outcome than disposal.

The Municipality has already demonstrated that it understands the importance of trees, parks, environmental management, renewable energy and sustainable development.

The obvious alternative is therefore not simply: **park versus shopping centre.**

It is: **neglected park versus restored public asset.**

The Municipality should be required to investigate the latter option before permanently disposing of the former.

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20. AN ALTERNATIVE VISION FOR JURISCH PARK

The rejection of the proposed shopping centre does not mean that Jurisch Park should remain neglected.

Quite the opposite.

The Municipality should be encouraged to develop Jurisch Park as a flagship public green, cultural and tourism asset for Riversdale.

Possible uses include:

- a biodiversity and indigenous garden;
- indigenous tree restoration;
- environmental education;
- outdoor classrooms;
- community events;
- children's educational facilities;
- walking and recreational areas;
- interpretation of local natural history;
- heritage interpretation;
- a gateway feature for Riversdale;
- tourism information;
- community gardening;
- demonstration of water-wise landscaping;
- urban biodiversity projects; and
- partnerships with schools, conservation organisations and the Gouritz Cluster Biosphere Reserve.

Such a development would directly reinforce Hessequa's stated green identity rather than undermine it.

It could become an asset that makes Riversdale distinctive.

A shopping centre can be built in many towns.

A properly designed green gateway incorporating Riversdale's history, biodiversity and community character would be unique to Riversdale.

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21. REQUEST FOR FULL DISCLOSURE AND INDEPENDENT ASSESSMENT

Before any decision is made to alienate or rezone the property, I respectfully request that Hessequa Municipality make available for public inspection:

1. the complete Council report recommending the alienation;
2. the complete valuation report;
3. the municipal property assessment supporting the "non-viable" classification;
4. the applicable Hessequa Property Administration Policy;
5. all Council resolutions relating to Erf 2080;
6. all historic Council resolutions concerning Jurisch Park;
7. the 2007/08 R200 000 redevelopment allocation and subsequent expenditure records;
8. all planning documents referring to commercial development at Jurisch Park;
9. the complete spatial planning analysis supporting the proposal;
10. all alternatives considered for the commercial development;
11. the complete development proposal;
12. all environmental reports;
13. all heritage assessments;
14. all traffic assessments;
15. all socio-economic assessments;
16. all property-value assessments;
17. all noise assessments;
18. all reports concerning the relocation of the bowls facilities;
19. all cost estimates concerning the Takkieskloof relocation;
20. all flood-line assessments relating to the proposed relocation;
21. the Municipality's assessment of the loss of public open space;
22. the Municipality's assessment of the proposal against its Green Strategy and environmental policies;
23. the Municipality's assessment of the proposal against its Tourism Strategy;
24. the Municipality's assessment of the proposal against the Gouritz Cluster Biosphere Reserve context; and
25. the Municipality's reasons for concluding that disposal of this property is preferable to rehabilitation and continued public ownership.

22. FORMAL REQUEST FOR INDEPENDENT STUDIES

I further request that no final decision on the alienation or rezoning be taken until the following independent assessments have been undertaken and made available for public comment:

22.1 Independent Environmental Assessment

The assessment should address:

- biodiversity;
- existing vegetation;
- mature trees;
- ecosystem services;
- stormwater;
- heat and cooling;
- soil permeability;
- ecological connectivity;
- cumulative environmental impacts; and
- the loss of urban green infrastructure.

22.2 Independent Heritage Assessment

The assessment should address both the historical monument and the historical landscape and setting of Jurisch Park.

22.3 Independent Socio-Economic Impact Assessment

This should address:

- the existing CBD;
- local businesses;
- employment;
- commercial displacement;
- tourism;
- surrounding residents;
- property values;
- rates implications; and
- the long-term economic consequences for Riversdale.

22.4 Independent Traffic Impact Assessment

This should address all anticipated commercial, delivery, pedestrian and parking traffic.

22.5 Independent Noise and Lighting Assessment

This should specifically consider surrounding homes and churches and the operation of refrigeration, air-conditioning, loading and delivery infrastructure.

22.6 Independent Public-Open-Space Assessment

The Municipality should quantify the present and future amount of public green space available to Riversdale residents and determine the cumulative effect of losing Jurisch Park and developing the alternative sports site.

22.7 Independent Property and Valuation Assessment

This should distinguish between municipal valuation effects and actual market effects on surrounding properties.

---

23. CONCLUSION

Jurisch Park is not a worthless municipal remnant.

It is not an inconvenient strip of land.

It is not made non-viable by the fact that the Municipality has failed to maintain it.

It is a substantial established public green space that has served Riversdale for decades.

It is part of the visual gateway to the town.

It contains mature vegetation, recreational facilities and heritage.

It provides public amenity.

It forms part of the environmental and tourism character of Riversdale.

And it sits within a municipality that has repeatedly represented itself as environmentally responsible and committed to sustainable development.

Hessequa has told its residents that trees provide cooling, stormwater management, erosion control, carbon sequestration and increased property values.

It has launched a campaign to plant 100 000 indigenous and fruit trees.

It has adopted a Green Strategy.

It has invested heavily in renewable energy.

It is affiliated with the internationally recognised Gouritz Cluster Biosphere Reserve.

It has historically allocated public money specifically to redevelop and upgrade Jurisch Park.

Yet the Municipality now proposes to permanently dispose of approximately 3.7 hectares of this public green asset.

The contradiction is stark.

The Municipality must explain why a property once considered worthy of public investment is now considered disposable.

It must explain whether the current deterioration of the park is simply neglect or whether commercial disposal has been contemplated for a considerable period.

It must explain why a major public green asset should be sacrificed where its own report apparently acknowledges that the sale produces no material economic or financial benefit to the Municipality.

And it must explain why the commercial development cannot instead be located within the existing planned commercial areas of Riversdale.

These are not merely matters of personal preference.

They concern public resources, environmental sustainability, spatial planning, municipal governance, community participation and the long-term public interest.

A shopping centre is permanent.

Once the park is sold and developed, Riversdale cannot get it back.

The Municipality therefore has a duty to exercise particular caution before making an irreversible decision concerning an established public asset.

I accordingly request that the proposed alienation and rezoning of the portion of Erf 2080 be **REJECTED**.

Alternatively, and at an absolute minimum, I request that no final decision be taken until all relevant documentation has been disclosed, the independent assessments requested above have been undertaken, and the community has been given a proper opportunity to consider and respond to their findings.

Jurisch Park should be retained as public land and rehabilitated and enhanced as a green, recreational, environmental, heritage and tourism asset for Riversdale.

The park should not be sold because it has been neglected.

It should be restored because it has value.

The Municipality's own environmental commitments, planning history and investment in the future of Riversdale provide every reason to choose restoration over disposal.

I accordingly urge the Municipal Council and Municipal Planning Tribunal to reject the proposed alienation and rezoning in its entirety.

I expressly reserve all rights to make oral representations before the Municipal Planning Tribunal and to pursue any available appeal, review or other legal remedies in terms of national and provincial legislation.

SIGNED:

DR BOOL (BHDV) SMUTS

DATE: 19 August 2026

SIGNATURE:

Albert Kleynhans

From: Hendrik van Staden <hpvans3@gmail.com>
Sent: Tuesday, 28 July 2026 10:39
To: Albert de Klerk; Albert Kleynhans
Cc: Betsie Van Noordwyk; Chris Taute; Gerald Boezak; Judith Stanbridge; Grant Riddles; PA Speaker; jhartnick@gmail.com; Jennifer Hartnick; Johannes Hartnick; Collab Info
Subject: Verkoop van gedeelte van erf waarop Jurischpark is gedeelte van erf 2080 Riversdal
Attachments: afrikaans2.pdf; WhatsApp Image 2026-07-27 at 18.50.55.jpeg; WhatsApp Image 2026-07-27 at 18.50.56.jpeg; WhatsApp Image 2026-07-27 at 18.55.32.jpeg; WhatsApp Image 2026-07-27 at 18.50.55 (1).jpeg; WhatsApp Image 2026-07-27 at 18.50.55 (2).jpeg; WhatsApp Image 2026-07-27 at 18.50.54.jpeg; WhatsApp Image 2026-07-27 at 18.50.54 (1).jpeg; WhatsApp Image 2026-07-27 at 18.50.53 (1).jpeg; WhatsApp Image 2026-07-27 at 18.50.53 (2).jpeg; WhatsApp Image 2026-07-27 at 18.50.52.jpeg; WhatsApp Image 2026-07-27 at 18.50.53.jpeg

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Goeie more Mnr De Klerk

Vind aangeheg my kommentaar en insette rakende die verkoop van Jurischpark, ek hoop van harte dat as munisipale bestuurder jy kennis drae van die inwonersse kommentaar aangaande die aangeleentheid op sosiale media, asook van die inligting soos vervat in my skrywe.
Hopelik sal die insette ook in ag geneem word voor 'n besluit geneem word, en dat dit nie neerkom op 'n tikboks oefening nie.

Terugvoer sal verwelkom word, ek cc verskeie persone in hierdie epos.

Vriendelike Groete/Regards

Advocate Hendrik P van Staden

Advocate of the High Court of South Africa

Member of the National Bar Council of South Africa

Watergat

Riversdal

Cell: +27 82 532 632 1

Email: hpvans3@gmail.com

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Potensiële Ekonomiese, Maatskaplike en Omgewingsimplikasies van die Voorgestelde Verkoop en Ontwikkeling van 'n Gedeelte van Jurischpark, Riversdal

Geagte Mnr De Klerk

Inleiding

Die voorgestelde verkoop van ongeveer **37 170 m²** van Jurischpark vir kommersiële ontwikkeling is een van die belangrikste grondgebruiksbesluite wat Riversdal die afgelope jare geraak het. Hoewel die ontwikkeling moontlik ekonomiese voordele kan inhou, soos konstruksie-aktiwiteite, groter kleinhandelgeleenthede en 'n uitbreiding van die munisipale belastingbasis, kan dit ook langtermynkoste meebring wat deeglik oorweeg behoort te word voordat enige finale besluit geneem word.

Die doel van hierdie dokument is nie om ontwikkeling as beginsel teen te staan nie, maar eerder om moontlike nadelige gevolge uit te wys en te oorweeg of daar alternatiewe maniere bestaan om ekonomiese ontwikkeling te bevorder terwyl 'n belangrike openbare bate behoue bly.

Ek beskik oor 'n deeglike kennis van Jurischpark, aangesien dit sedert 1983 deel van my lewe is. Die park het ook 'n besondere betekenis vir my oupa, Mnr. Piet van Wyk, wat regoor die park gewoon het en tot met sy afsterwe daar rolbal gespeel het.

Dit is maklik vir iemand wat geen persoonlike verbintenis met 'n plek het nie om dit bloot as 'n stuk grond te beskou. Die mense wat egter daagliks van die park gebruik maak en 'n emosionele verbintenis daarmee het, behoort ook die geleentheid te hê om hul stemme te laat hoor.

Met die opstel van hierdie dokument het ek met lede van die Riversdal Rolbalklub, verteenwoordigers van die burgerlike samelewing, waaronder AgriForum, verskeie inwoners van Riversdal, asook op grond van my eie kennis en betrokkenheid by die park, gesprek gevoer.

Ook neem kennis dat die muunisipaliteit destyds die park instand gehou het met samewerking van inwoners soos die legendaries oom Jan "Bike" Teart, en indien die munisipaliteit ernstig is oor publieke en munisiple samewerking dit weer gedoen kan word.

1. Stormwater, Watervloei en Oorstromingsrisiko

Een van die belangrikste aangeleenthede wat onafhanklik ondersoek behoort te word, is die natuurlike dreineringseienskappe van die terrein.

Jurischpark funksioneer tans as 'n natuurlike stormwateropvang- en dreineringsgebied. Indien die terrein op groot skaal opgevul word om gelyk boupersele te skep, kan dit:

die terrein se vermoë om stormwater te absorbeer verminder;

oppervlakafloop verhoog;

bestaande dreineringspatrone verander;

die risiko van oorstromings op aangrensende eiendomme verhoog;

bykomende druk op die munisipale stormwaterinfrastruktuur plaas; en

duur ingenieurswerke tydens én ná konstruksie noodsaak.

Die terrein ontvang van nature afloopwater vanaf omliggende gebiede. Enige wesenlike verandering aan die bestaande grondvlakke behoort daarom slegs plaas te vind nadat 'n omvattende hidrologiese- en stormwaterstudie voltooi is.

Sonder sodanige studies bestaan die risiko dat die munisipaliteit in die toekoms aansienlike uitgawes sal moet aangaan om dreineringsprobleme reg te stel wat deur die ontwikkeling veroorsaak is.

Hierdie risiko word verder beklemtoon deur die bestaande **sloot** wat deur die park loop, asook die feit dat die tweede rolbalbaan slreeds versuipte toestande ervaar.

2. Verlies van Openbare Groenruimte

Jurischpark is een van die min groot openbare oop ruimtes by die ingang van Riversdal.

Sodra die terrein ontwikkel is, kan hierdie oop ruimte nie realisties elders herskep word nie.

Openbare parke bied ekonomiese en maatskaplike waarde wat dikwels onderskat word, waaronder:

verhoogde eiendomswaardes in omliggende woonbuurte;

groter toerisme-aantreklikheid;

ontspanningsgeleenthede;

'n verbeterde lewensgehalte;

verkoelende omgewingseffekte;

die bewaring van biodiversiteit; en

die bevordering van gemeenskapswelstand.

Die vervanging van gevestigde bome en bestaande landskappe op 'n ander terrein sal dekades neem voordat dieselfde waarde bereik kan word.

3. Impak op die Ingang van Riversdal

Jurischpark vorm 'n belangrike deel van Riversdal se visuele identiteit.

Besoekers wat tans die dorp binnekom, ervaar:

volwasse skadubome;

uitgestrekte groen oop ruimtes;

die Voortrekkermonument; en

ontspanningsgeriewe.

Kommersiële ontwikkeling kan hierdie eerste indruk van Riversdal ingrypend verander.

Hoewel sorgvuldige argitektoniese ontwerp hierdie impak kan verminder, behoort die Munisipaliteit streng stedelike ontwerpvereistes te stel om te verseker dat enige ontwikkeling die ingang van Riversdal aanvul eerder as oorheers.

Daar is 'n goeie rede waarom die Toerisme-inligtingsentrum langs Jurischpark geleë is. Wanneer besoekers daar stilhou om inligting oor die dorp te bekom, word hulle begroet deur die park, wat vroeër sorgvuldig onderhou is en as 'n ware **lusthof** van bome en plante bekend gestaan het.

4. Ekonomiese Impak op Bestaande Ondernemings

'n Nuwe kleinhandelontwikkeling kan wel addisionele kommersiële aktiwiteit genereer, maar dit kan ook bestaande besteding herverdeel eerder as om nuwe ekonomiese vraag te skep.

Moontlike risiko's sluit in:

verminderde omset vir gevestigde ondernemings in die tradisionele sakekern;

'n toename in leegstaande sakepersele in die dorpsentrum;

die verskuiwing van bestaande kleinhandelaars eerder as die aantrekking van nuwe belegging; en

die langtermyn-verswakking van Riversdal se historiese sentrale sakekern.

'n Onafhanklike kleinhandel-impakstudie behoort vas te stel of daar voldoende addisionele markvraag bestaan om die voorgestelde ontwikkeling te ondersteun sonder om bestaande ondernemings te benadeel.

5. Verskuiwing van die Riversdal Rolbalklub

Die voorstel dui aan dat die rolbalbane en klubhuis verskuif sal word, na bewering na Takkieskloof.

Dit kan verskeie gevolge hê.

Daar moet ook in gedagte gehou word dat dit ongeveer **een jaar** neem voordat 'n nuwe rolbalbaan voldoende gevestig is om vir kompetisie- en speeldoeleindes gebruik te kan word.

Finansiële koste

Hoewel die koper moontlik die koste van die verskuiwing sal dra, behoort die Munisipaliteit te verseker dat:

gelykwaardige of verbeterde fasiliteite beskikbaar is voordat die verskuiwing plaasvind;

alle koste van die verskuiwing volledig deur die ontwikkelaar of koper gedra word; en

geen toekomstige onderhoudslas op belastingbetalers afgewentel word nie.

Maatskaplike impak

Rolbalklubs is veel meer as bloot sportfasiliteite.

Hulle dien as:

gemeenskapsbymekaarkomplekke;

sosiale ondersteuningsnetwerke;

ontspanningsgeriewe vir ouer inwoners; en

plek vir plaaslike toernooie.

'n Verskuiwing kan die toeganklikheid verminder, veral vir bejaarde lede wat tans voordeel trek uit die sentrale ligging.

Lidmaatskap kan afneem indien reisafstande groter word of indien die nuwe fasiliteite as minder gerieflik beskou word.

6. Erfenisoorwegings

Jurischpark huisves die **Voortrekkermonument** en vorm deel van Riversdal se historiese landskap, die monument is ouer as 60 jaar en val dus oder die erfenis wetgewing wat dit beskerm.

Selfs indien openbare toegang tot die monument behoue bly, dra die omliggende omgewing wesenlik by tot die erfeniswaarde daarvan.

Die betekenis van 'n erfenisterrein lê nie slegs in die monument self nie, maar ook in die landskap waarbinne dit ervaar word.

7. Indien die Grond Oorspronklik vir Parkdoeleindes Geskenk is

Indien dokumentêre bewyse aantoon dat die eiendom aan die Munisipaliteit oorgedra is onderhewig aan 'n voorwaarde dat dit as 'n openbare park of openbare oop ruimte gebruik moet word, behoort die Munisipaliteit deeglik te oorweeg:

of die voorgestelde verkoop regtens toelaatbaar is;

ek kon geen sodanige beperking op die titelakte vind nie, behalwe die geregistreerde endossement ten gunste van die Nasionale Pad;

of die oorspronklike skenker se bedoeling gerespekteer behoort te word; en

of die gemeenskap vir wie die grond bedoel was, steeds van 'n openbare groen ontspanningsruimte voorsien behoort te word.

8. Langtermynverantwoordelikhede van die Munisipaliteit

Munisipaliteite het 'n statutêre verantwoordelikheid om nie alleen ekonomiese ontwikkeling te bevorder nie, maar ook om openbare geriewe te voorsien en in stand te hou.

Openbare parke word as waardevolle munisipale bates erken wat bydra tot:

ontspanning;

openbare gesondheid;

toerisme;

omgewingsvolhoubaarheid; en

gemeenskapsamehorigheid.

Die verkoop van openbare oop ruimtes behoort daarom slegs oorweeg te word nadat daar oortuigend aangetoon is dat:

geen redelike alternatiewe bestaan nie;

die openbare belang die beste daardeur gedien word; en

die langtermyn maatskaplike koste nie swaarder weeg as die finansiële voordeel nie.

Alternatiewe Gebruike vir Jurischpark

In plaas daarvan om die grond te verkoop, kan die Munisipaliteit alternatiewe oorweeg wat openbare eienaarskap behou terwyl die openbare waarde en ekonomiese potensiaal van die terrein verhoog word.

1. Veilige Gemeenskaps- en Erfenispark

Die Munisipaliteit kan:

'n esteties aantreklike omheining oprig;

beheerde toegang gedurende toepaslike ure instel;

beligting en CCTV-toesig wat by munisipale beheerkamer ingeskakel is verbeter;

toegangsbeheer deur munisipale wetstoepassing afdeling kan hiermee help;

openbare toegang tot die Voortrekkermonument behou; en

toegang vir die Rolbalklub en die algemene publiek verseker.

Hierdie maatreëls sal veiligheid verbeter terwyl die park vir die gemeenskap behoue bly.

Botaniese- en Inheemse Tuin

Jurischpark kan ontwikkel word tot 'n kenmerkende botaniese aantrekkingskrag met:

inheemse fynbos;

aalwyne;

historiese bome; en

opvoedkundige en verklarende inligtingsborde.

Dit sal Riversdal se gevestigde reputasie as 'n dorp van besondere blommeskoonheid verder versterk.

Neem kennis vir jare was Jurischpark die juweel van Riversdal en as die toegangsroete tot die Tuinroete en Slapende Skoonheid bemark.

U sal let die inligting rondawel is strategies gelëe om besoekers te ok, deur dat hulle deur die pragtige park a die jare begreoet is wanneer hul by die inligting bord gestop het.

Baie geslagte se trou foto's en piekniek foto's is ook daar geneem en ek heg 'n paar aan vir u kennis name.

3. Erfenisgebied

Die Munisipaliteit kan 'n toegewyde erfenisgebied vestig wat die volgende insluit:

die Voortrekkermonument;

historiese inligtingspanele;

staproetes;

opvoedkundige fasiliteite vir skole.

Hierdie ontwikkeling sal Riversdal se geskiedenis vir toekomstige geslagte bewaar en terselfdertyd toerisme bevorder.

4. Toerismepoort

As die eerste groot openbare ruimte wat besoekers vanaf die N2 ervaar wanneer hulle Riversdal binnekom, kan Jurischpark ontwikkel word as 'n toerismepoort wat die volgende insluit:

'n besoekersinligtingsentrum;

markte vir plaaslike produkte;

kuns- en handwerkstalletjies;

piekniekgeriewe;

openbare ablusiegeriewe; en

inheemse landskapontwikkeling.

'n Sodanige ontwikkeling kan plaaslike ondernemings ondersteun sonder dat die Munisipaliteit sy eienaarskap van die grond hoef prys te gee.

5. Gemeenskapsgeleentheidsentrum

Die park kan gereeld gebruik word vir:

boeremarkte;

kuns- en handwerkmarkte en

kosmarkte.

Dit sal deurlopende ekonomiese aktiwiteit skep terwyl die openbare karakter van die terrein behoue bly.

6. Buitelug-Ontspanningsentrum

Die terrein kan ontwikkel word om onder meer die volgende fasiliteite te bied:

opgegradeerde rolbalfasiliteite;

kinderspeelareas;

buiteluggimnasiumtoerusting;

wandelpaaie;

fietsroetes;

piekniekareas; en

voëlvriendelike tuine.

Hierdie tipe ontwikkeling sal inwoners van alle ouderdomme bevoordeel en die park meer intensief benut.

7. Openbare-Private Vennootskap Sonder Verkoop van die Grond

Indien kommersiële belegging verlang word, behoort die Munisipaliteit eerder langtermynhuurkontrakte of konsessieooreenkomste te oorweeg as 'n algehele verkoop van die grond.

Hierdie benadering kan:

munisipale eienaarskap behou;

n volhoubare huurinkomste genereer;

die Munisipaliteit in staat stel om kontraktuele beheer oor toekomstige ontwikkeling uit te oefen; en

groter buigsaamheid vir toekomstige geslagte verseker.

8. Misdaad, Openbare Veiligheid en die Herlewing van Jurischpark

Een van die kwessies wat gereeld deur inwoners geopper word, is dat sekere dele van Jurischpark oor tyd met antisosiale gedrag en misdadige aktiwiteite geassosieer word. Lede van die publiek het onder meer kommer uitgespreek oor vandalisme, alkoholmisbruik, rommelstrooiery, rondloperaktiwiteite, skade aan munisipale infrastruktuur en gedrag wat gesinne en besoekers ontmoedig om die park ten volle te benut.

Dit is egter belangrik om te onderskei tussen misdaad wat in 'n openbare ruimte plaasvind en die waarde van die openbare ruimte self. Die bestaan van misdaad behoort nie noodwendig die verkoop van 'n waardevolle munisipale bate te regverdig nie. Inteendeel, dit behoort die Munisipaliteit aan te spoor om te oorweeg of beter bestuur, instandhouding en sekuriteit die park weer as 'n veilige en lewendige openbare gerief kan herstel.

In stedelike beplanning word goed onderhoude en aktief gebruikte openbare ruimtes algemeen erken as minder vatbaar vir misdaad as verwaarloosde of swak bestuurde gebiede. 'n Park wat skoon, goed belig, behoorlik onderhou en gereeld deur die gemeenskap gebruik word, is vanselfsprekend onderhewig aan groter informele openbare toesig.

Gevolglik behoort die Munisipaliteit, eerder as om die eiendom te verkoop, 'n omvattende veiligheids- en bestuursplan te implementeer wat onder meer die volgende insluit:

die oprigting van 'n esteties gepaste omheining wat by die karakter van die park inpas;

beheerde toegang gedurende vasgestelde openingstye, terwyl redelike openbare toegang behoue bly;

die installering van CCTV-kameras wat met munisipale of private sekuriteitsmonitering geïntegreer is;

verbeterde beligting regdeur die park en langs voetgangerroetes;

verhoogde sigbare sekuriteitspatrollies deur munisipale wetstoepassing of gekontrakteerde sekuriteitsmaatskappye;

die aanstelling van 'n opsigter of parkbestuurder wat verantwoordelik is vir daaglikse toesig en instandhouding;

landskapverbeterings wat sigbaarheid verhoog deur digte plantegroei wat skuilplekke skep te verwyder, terwyl waardevolle bome behoue bly;

noodkontakpunte en duidelike aanwysingsborde;

die bevordering van gereelde gemeenskapsaktiwiteite, sportbyeenkomste en markte wat wettige gebruik van die park verhoog; en

die stigting van 'n **"Vriende van Jurischpark"**-vereniging wat met instandhouding, die aanmelding van voorvalle en vrywillige gemeenskapsprojekte kan help.

Die voortgesette teenwoordigheid van die Riversdal Rolbalklub dra reeds by tot passiewe toesig oor die gebied. Sportklubs verseker 'n gereelde teenwoordigheid van verantwoordelike gebruikers wat deur hul blote teenwoordigheid misdadige gedrag ontmoedig. Die verskuiwing van die klub uit Jurischpark kan onbedoeld hierdie waardevolle informele toesig verminder, veral gedurende middae, aande en naweke.

Net so verseker voortgesette openbare toegang tot die Voortrekkermonument dat dit deel bly van 'n aktiewe openbare ruimte en nie geïsoleerd of ontoeganklik raak nie.

Die Munisipaliteit behoort daarom deeglik te oorweeg of die werklike probleem nie die bestaan van die park is nie, maar eerder die behoefte aan beter bestuur, behoorlike instandhouding en doeltreffende sekuriteit. In talle munisipaliteite het belegging in openbare veiligheid bewys dat dit 'n veel meer volhoubare oplossing is as die permanente vervreemding van waardevolle openbare oop ruimtes.

Jurischpark beskik oor die potensiaal om een van Riversdal se voorste ontspannings-, erfenis- en toerismebestemmings te word. Deur in sekuriteit, toegangsbeheer, behoorlike instandhouding en aktiewe gemeenskapsgebruik te belê, kan die Munisipaliteit geleenthede vir misdaad aansienlik verminder terwyl hierdie belangrike openbare bate vir toekomstige geslagte behoue bly.

9. Die Verkoop van die Eiendom aan Dorpstraat Covenant Retail Investments (Edms.) Bpk.

Op **8 April 2026** het mnr. Justin Swart, namens die voorgenome koper van die eiendom, naamlik 'n maatskappy wat in Stellenbosch gesetel is, 'n aansoek by die Munisipaliteit ingedien vir die aankoop van die betrokke gedeelte van Jurischpark.

Daar moet kennis geneem word dat die eiendom reeds in **2011** onderverdeel is, waarna **Erf 7648** gedurende **2022** aan **Propcan (Edms.) Bpk.** verkoop is.

Wat egter kommer wek, is dat geen openbare tenders aangevra of teenbiedinge uitgenooi is vir die verkoop van hierdie openbare grond nie. Dit laat die vraag ontstaan waarom slegs een entiteit, wat klaarblyklik deur die Munisipaliteit geïdentifiseer is, die geleentheid gebied is om voordeel uit hierdie transaksie te trek.

Wanneer 'n waardevolle openbare bate vervreem word, behoort die proses deursigtig, mededingend en billik te wees, sodat die publiek die versekering het dat die beste moontlike waarde vir die gemeenskap verkry word en dat alle belangstellende partye 'n gelyke geleentheid ontvang het om deel te neem.

Gevolgtrekking

Die besluit oor die toekoms van Jurischpark behoort nie bloot as 'n keuse tussen ontwikkeling en bewaring beskou te word nie.

Die werklike vraag is of Riversdal ekonomiese groei kan bevorder sonder om 'n belangrike openbare bate permanent te verloor.

Voordat enige verkoop plaasvind, behoort die Munisipaliteit te verseker dat onafhanklike studies voltooi word oor:

stormwaterbestuur en hidrologie;

verkeersimpakte;

kleinhandel- en ekonomiese impakte;

die erfeniswaarde van die terrein;

omgewingsimpakte en

die kapasiteit van bestaande munisipale infrastruktuur.

Eers nadat hierdie aangeleenthede volledig ondersoek en objektief beoordeel is, kan die gemeenskap en die Munisipale Raad 'n ingeligte besluit neem oor die vraag of die langtermyn openbare belang beter gedien word deur die verkoop van 'n gedeelte van Jurischpark, of deur alternatiewe ontwikkelingsopsies te volg wat die grond in openbare besit behou.

Dit is uiters betreurenswaardig dat die Hessequa Munisipaliteit se versuim om Jurischpark behoorlik in stand te hou en voldoende te beveilig, blykbaar dieselfde patroon volg wat reeds in talle ander munisipaliteite waargeneem is. Die verval van openbare ruimtes en die daaropvolgende vervreemding daarvan kan moontlik 'n aanduiding wees van 'n munisipaliteit wat geleidelik in 'n afwaartse spiraal verkeer.

Bykomende Oorweging: Die Munisipaliteit se Fidusiêre Verantwoordelikheid

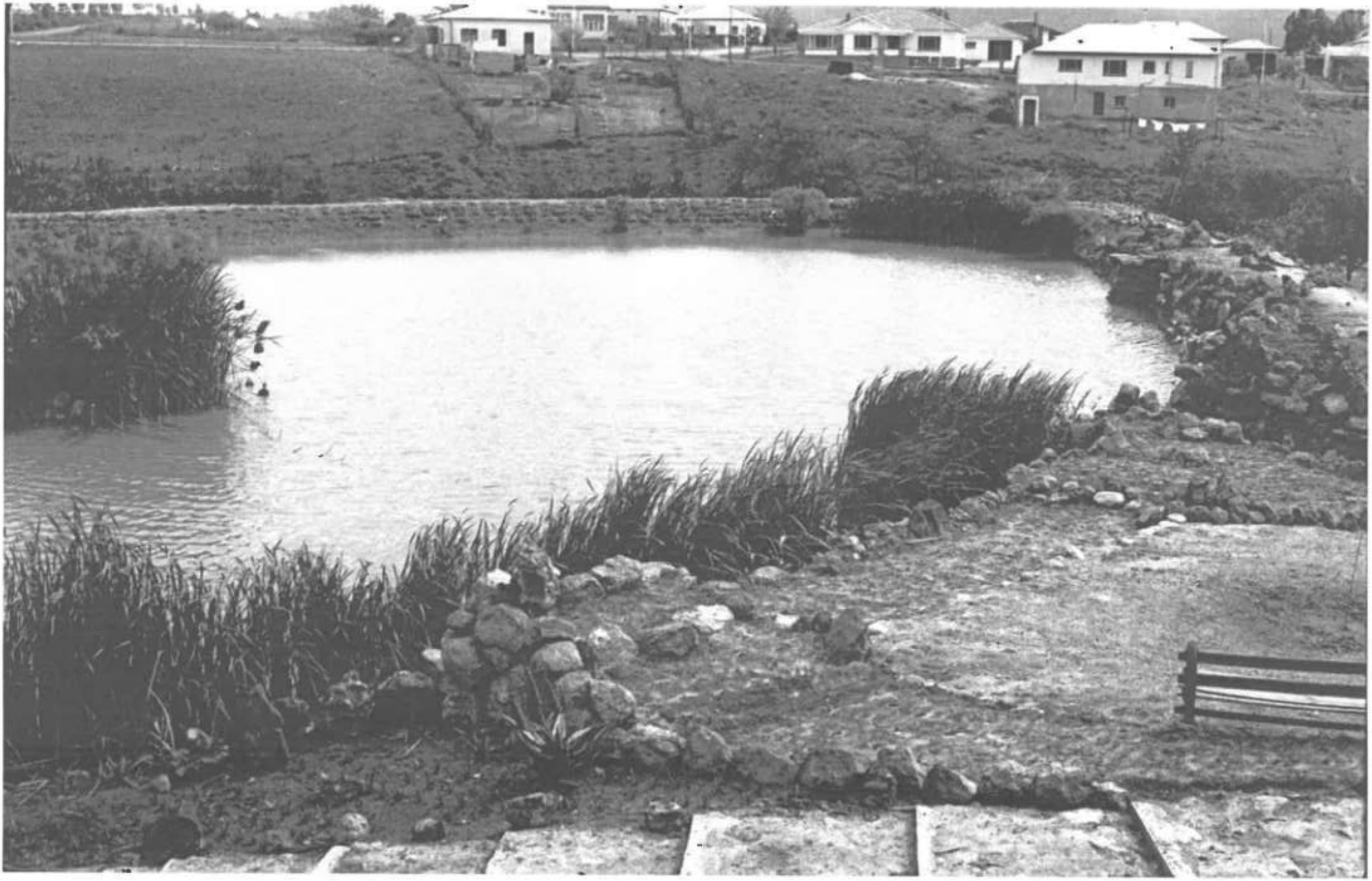
'n Verdere aspek wat na my mening ernstige oorweging en ondersoek verdien, is die Munisipaliteit se **fidusiêre verantwoordelikheid** teenoor die gemeenskap.

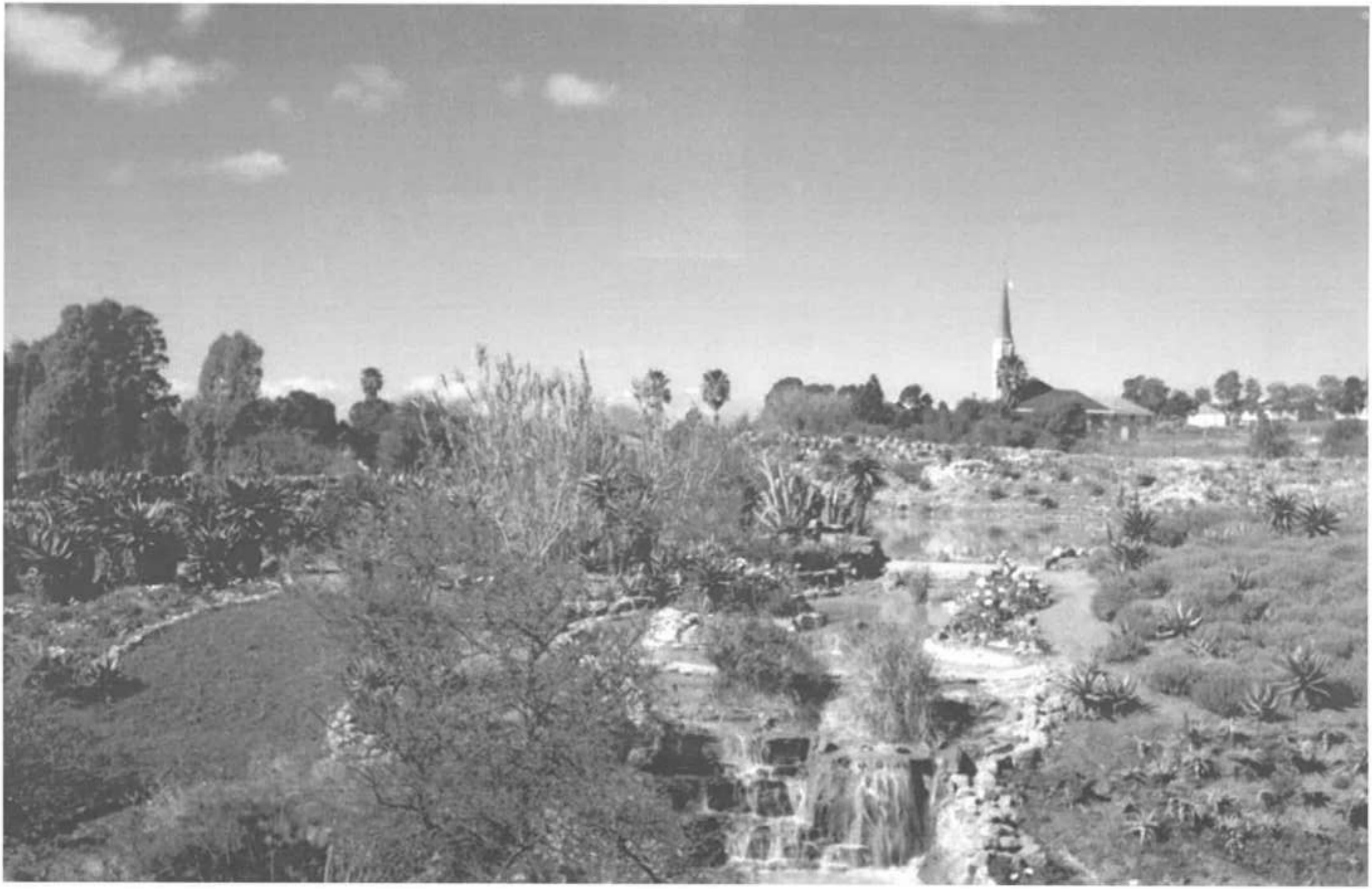
Indien die Munisipaliteit soortgelyke ekonomiese voordele kan bereik deur middel van 'n langtermynhuurkontrak, 'n openbare-private vennootskap, of ontwikkeling op ander munisipale grond, terwyl Jurischpark steeds as 'n openbare bate behoue bly, behoort daar ernstig oorweeg te word of 'n algehele verkoop werklik die beste waarde vir die huidige én toekomstige geslagte verteenwoordig.

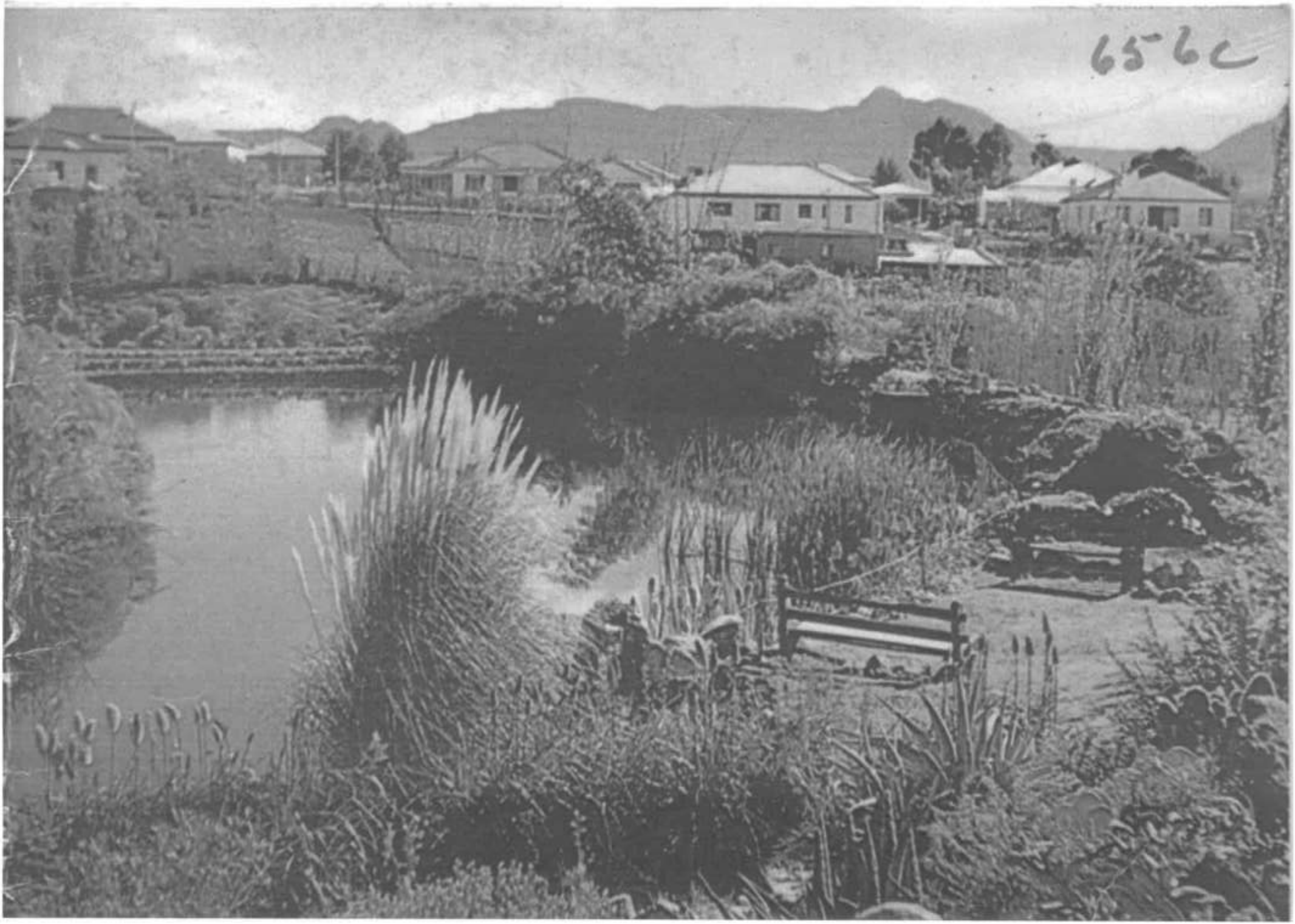
Waarvoor gaan die geld aangewend word wat ontvang word vir verkoop van die erf? Om die fianansiële druk op die middelklas te verlaag soos om die bekikbaarheidsheffings vir elektriiteit weg te neem of om die konvesionelemeterheffing te vewyder/? Ek twyfel of in die swartgat wt die munisipale begroting is waar daar nooit genoeg gled sal wees vir alles watdie amptenare en raaslede gedoen wil kry nie, maar hul moet ler om beter te balanseer tussen basiese dienslewering, die belang van die Hessequ inwoners en onnodige uitgawes soos die bou van 'n swembad in Albertinia.

Hierdie is uiteindelik 'n beleidsvraag wat saam met die ingenieurs-, omgewings-, regs- en finansiële getuienis gedurende die openbaredeelnameproses oorweeg behoort te word.

Adv. H.P. van Staden
Adjunkvoorsitter: Vryheidsfront Plus Tak Hessequa



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Albert Kleynhans

From: Francois de Goede (ZA) <Francois.deGoede@absa.africa>
Sent: Wednesday, 22 July 2026 17:27
To: Albert Kleynhans
Subject: Formal Objection to the Proposed Development of Erf 2080 and Related Property Transactions

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Good day Albert,

Re: Objection to the Proposed Development of Erf 2080, the Sale of Erf 2074 Riversdale, and the Amalgamation of Erven 2074 and 7648

I hereby submit my formal objection to the proposed development of Erf 2080, the sale of Erf 2074 Riversdale, and the proposed amalgamation of Erven 2074 and 7648.

I am the owner of **Erf 5633 Riversdale**, which is situated directly opposite the proposed development site. As a neighbouring property owner, I have serious concerns regarding the potential impact of the proposed development on my property and the surrounding residential environment.

Potential Negative Impacts

1. Increased Traffic Congestion

The proposed development is likely to result in a significant increase in vehicle traffic within the area. This may lead to:

- Increased congestion and vehicle movement in the immediate vicinity.
- Difficulties entering and exiting my property safely.
- Peak-hour traffic becoming a daily inconvenience for residents.

2. Noise and Increased Activity

The development may alter the quiet residential character of the neighbourhood through:

- Increased customer and visitor traffic.
- Delivery vehicles and service-related activities.
- Security patrols and vehicle movements.
- Potential after-hours activity and associated noise disturbances.

3. Light Pollution

Commercial developments typically require additional lighting for security, parking areas, and signage. This may result in:

- Light spillover onto neighbouring residential properties.
- Reduced privacy.
- Adverse impacts on the peaceful enjoyment of properties during evening and nighttime hours.

4. Security Concerns

While increased activity can provide some level of passive surveillance, it can also create additional security risks, including:

- Opportunistic crime.
- Loitering by non-residents.
- Parking overflow into adjacent residential streets.

My property is not enclosed by perimeter walls or fencing, making it particularly vulnerable to unauthorised pedestrian access and other security-related issues arising from increased activity associated with the proposed development.

5. Reduction in Residential Appeal and Property Value

The introduction of a commercial node directly opposite my property may negatively affect its residential appeal. Many prospective buyers prefer quiet residential surroundings, and the proximity of commercial activity could:

- Reduce demand from residential purchasers.
- Negatively impact the marketability and resale value of my property.
- Diminish the residential character of the area.

Conclusion

In light of the concerns outlined above, I respectfully object to the proposed development and related property transactions. I request that due consideration be given to the potential adverse impacts on neighbouring property owners and the established residential character of the area before any approvals are granted.

Yours sincerely,

Francois de Goede

Owner: Erf 5633 Riversdale

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Albert Kleynhans

From: Marius Ferndale <ferndalemf1987@gmail.com>
Sent: Tuesday, 21 July 2026 13:30
To: Albert Kleynhans
Subject: PROPOSED DEVELOPMENT ERF 2080

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

To: The Municipal Manager
Hessequa Municipality
Dear Municipal Manager,

I appreciate the opportunity to comment on the proposed development of ERF 2080 into a shopping mall and associated residential development.

I support sustainable investment and economic development that creates employment and expands opportunities for the residents of Hessequa. However, I believe this proposal raises important social, economic and planning considerations that should be fully discussed with the community before any final decision is made.

My primary concern relates to the proposed residential units. Hessequa Municipality has a significant housing backlog, and it is therefore essential that the public be informed who the intended beneficiaries of these units will be. The development should contribute towards addressing historical inequalities by creating fair opportunities for people from previously disadvantaged communities to live closer to economic opportunities in the town centre. In doing so, care should be taken to ensure that new developments do not unintentionally reinforce historical patterns of racial segregation.

Section 152 of the Constitution of the Republic of South Africa, 1996, requires local government to encourage the involvement of communities in matters of local government. Section 195 further requires public administration to be accountable, transparent and responsive to the needs of the people. The Municipal Systems Act 32 of 2000 also places a duty on municipalities to develop a culture of community participation in municipal decision-making. In addition, the Spatial Planning and Land Use Management Act, 16 of 2013 (SPLUMA), promotes spatial justice, inclusion, sustainability and meaningful public participation in land-use decisions.

In light of these principles, I respectfully request that Hessequa Municipality convene a public meeting where the developer can present the proposal and answer questions from the community, including:
- Who will benefit from the residential units.
- The allocation or sales criteria.
- The expected social and economic benefits.
- The impact on municipal infrastructure and services.

A further concern is the possible impact on the existing Riversdale CBD. Should national retailers such as Foschini, Markham, MTN and others relocate to the new shopping mall, vacant commercial premises could increase within the CBD, potentially affecting existing businesses and altering the economic character of the town. This impact should be properly assessed and openly discussed.

Given the significance of this development, I respectfully submit that a well-publicised public meeting be held to enable residents, businesses and other interested stakeholders to express their views before any final decision is taken.

Thank you for considering my submission.

Yours faithfully,

Marius Frederick Ferndale
209 Maanlig Street
Morestond, Riversdale
Cell: 072 702 7884
Email: ferndalemf1987@gmail.com

Electronically Signed

Albert Kleynhans

From: Chrisna Hough
Sent: Tuesday, 21 July 2026 13:17
To: Albert Kleynhans
Subject: Insake: Marina - Voeltjies in Jurisch Park

Goeiedag Albert

Ek wil graag met u deel dat 'n ene Marina, 028 713 2522, Burgemeester se kantoor geskakel het om te vra of ons bewus is van hoeveel voëlspesies gehuisves word in Jurisch Park.

Ek het aan die dame genoem dat sy enige kommentaar oor Jurisch Park aan u moet rig.

Groete,

Chrisna Hough
Secretary to the Executive Mayor

Office of the Executive Mayor
+27 (0) 28 713 8011 (Direct) / +27 (0) 28 713 8000 (Office)
pamayor@hessequa.gov.za
hessequa.gov.za / www.explorersgardenroute.co.za
Civic Centre, Van den Berg Street, Riversdale, 6670

11TH CLEAN AUDIT | RANKED 3RD SMALL TOWN LOCAL MUNICIPALITY 2024 (GPI)
ONLY MUNICIPALITY IN SA TO ACHIEVE BLUE FLAG STATUS FOR ALL SWIMMING BEACHES

A CARING, SERVING AND GROWING HESSEQUA

24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

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DR A L VAN WYK.M.B.,Ch.B.
FREESIASTR 9
RIVERSDAL
6670
TEL 0828561041
MP 0125342
E-POS : vic@intellect.co.za

VERKOOP EN HERSONERING VAN JURISCH PARK 20 /07/2026

Baie dankie vir die geleentheid om kommentaar te mag lewer en beswaar aan te teken teen die verkoop van Jurisch Park.Ek nommer my kommentare numeries.

1. Ek is n gebore Riversdaller en my voorgeslagte is reeds die afgelope meer as 200 jr woonagtig hier.
Ek het 27 jaar van my lewe deeltyds betrokke gewees by die plaaslike munisipaliteit. Ek was n raadslid,onder burgemeester en burgemeester vir twee termyne.Ek het ook gedien op die Suidkaapse streeksdiensteraad,en op die bestuur van die Munisipale vereniging v Kaapland asook op die Verenigde munisipale bestuur van Suid Afrika.
2. Ek het GEEN belang [materieel of finansieel] in enige besigheid in Riversdal nie.
3. Volgens my inligting - bekom uit Frans v Wyk se boek - bestaan die park reeds sedert 1926-presies 100 jaar gelede.My oupa na wie ek heet was toentertyd n raadslid en het in 1928 voorgestel dat die die park vernoem word na raadslid Jurisch aan gesien die park deur sy toedoen tot stand gekom het.
4.Die rolbalbaan en klubhuis is gebou ongeveer 1958 .
5. Die monument is opgerig om die groot trek te gedenk.
6. In Europa word openbare ruimtes bewaar en behou oor honderde jare, so word die geskiedenis bewaar.Dorpsbeplanners
is ook baie gesteld daarop om openbare ruimtes te bewaar en nuwes te skep in nuwe uitbreidings.
7. Die park is n baken wat behou moet word.
8 Met die verkoop van n gedeelte v d park n paar jaar gelede het een van mnr Jurisch se kleinkinders n skrywe geplaas in die FORUM waarin sy haar onsteltenis uitspreek dat die park vervreem word.Die park is n nalatenskap wat sekerlik bewaar moet word.Ek vermoed mnr Jurisch het die park geskenk aan die munisipaliteit-maar ek is nie seker daarvan nie.

MY VRAE en KOMMENTAAR
---

1. Sal die rolbalbaan eers geskuif en volledig herbou word voordat die huidige een gesloop word?
2. Ek neem aan die toegang sal vanaf Heidelbergweg wees.Dit is BAIE naby aan die aansluiting by die N2 wat reeds n verkeers
brandpunt is.Veral met groot vragmotors wat daar sal moet in en uit beweeg Het die

Paaie departement reeds toestemming verleen/ Indien wel ,kan u my asb voorsien van n afskrif daarvan.

3.Daar is reeds baie besighede en restaurante teen die N2-verdere winkels sal beslis hul besighede benadeel-die Spur
is reeds gesluit agv finansiele redes. Wil die Raad werklik bestaande besighede benadeel?
4. Dit is bekend dat in dorpe waar winkelsentrums op die periferie opgerig word die bestaande middedorp se besighede dood bloei.
Wil ons Raad dit sien gebeur?
5. Is 'HERITAGE' reeds genader oor die afbreek van die rolbal klubhuis ens-Klubhuis reeds ouer as 60 jaar.Indien wel ,sal ek graag hul opinie wil ontvang.
6. Dit sal n tragedie wees as al die pragtige BAIE ou bome afgekap word-wat van bewaring?
7.BETOON ASB RESPEK VIR ONS GESKIEDENIS EN BEWAAR ONS ENIGSTE OOP RUIMTE.BESKERM ASB ONS SAKEKERN TEEN ONVERMEIDELIKE VERVAL.

MY VERSOEK IS DAT U ASSEBLIEF BG GEDAGTES SAL OORWEEG EN DAT DIE AANSOEK NIE GOEDGEKEUR WORD NIE-DIT IS NIE IN BELANG VAN ONS DORP OF DIE BEWARINGS GESKIEDENIS VAN ONS DORP NIE

DR. A. L. VAN WYK
MB.Ch.B.

Albert Kleynhans

From: Alexander Panzek <homeawayalex@gmail.com>
Sent: Friday, 31 July 2026 08:08
To: Albert Kleynhans
Cc: Albert de Klerk; MM PA; Collab Info; Plett Rate Payers; Hendrik van Staden; Sollie Liebenberg; Org Niewoudt; wessel@riovistafarm.co.za
Subject: Objections to the sale of Jurischpark
Attachments: 1000369517.jpg; 1000369473.jpg

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hessequa Municipality

Subject: Objection to the sale of Jurischpark Riversdale

Good day ladies and gentlemen

On the Hessequa Explorers Garden Route website, Jurisch Park is described as follows:

«"Jurisch Park is a public facility located at the entrance of Riversdale, along the N2. The facility is used as a place of leisure for locals and travellers as it offers decent shade and a grassed area ideal for picnics. The park is home to the Voortrekker Monument, which has significant historical value."»

Jurisch Park was once a beautiful, well-maintained "Garden of Eden" for the people of Riversdale. It was created in a time when public servants served their communities with pride and dedication, without the substantial salaries that are paid today.

At present, the Mayor receives approximately R1.08 million per year plus benefits, while councillors earn between R350,000 and R800,000 annually, directors earn between R1.3 million and R1.6 million and substantial bonuses.

Yet the park appears neglected, poorly maintained, and abandoned. It is therefore deeply concerning that the Municipality now wishes to dispose of this public asset for R7.8 million rather than restore and preserve its heritage and public value for future generations.

I must agree with the concerns raised by residents of Ward 8. There is a misconception that the construction of a shopping mall will automatically create jobs. In reality, it is likely to displace existing jobs in Riversdale by harming local shop owners, traders, and small businesses.

Such a development would also undermine investments already made by businesses in the town centre. For example, Spar has recently upgraded its parking facilities, OK has built a new store in town, and many smaller businesses have invested significant time and money into their operations.

Riversdale has a limited consumer base. Diverting spending away from the town centre could have serious consequences for existing businesses.

Recent developments in the retail sector should also be considered. Major retail groups are experiencing financial pressure, with store closures and declining market values becoming

increasingly common. Consumer behaviour is changing rapidly as more people shop online through platforms such as Temu, Shein, and other international retailers, often at significantly lower prices.

What does this tell us? The traditional shopping mall model is under increasing pressure, and the retail landscape is changing fundamentally. The Municipality should therefore be cautious about committing valuable public land to a model whose long-term sustainability is uncertain.

Instead of selling Jurisch Park, the Municipality should restore it to its former glory. Mr Mahno could consider dedicating an Expanded Public Works Programme (EPWP) team to the rehabilitation and ongoing maintenance of the park. This would preserve a public asset, enhance the entrance to Riversdale, and create meaningful work opportunities.

Hessequa should also seriously consider positioning itself as a retirement destination (org Niewoudt), including for pensioners from overseas. There is significant potential to attract investment and create jobs in elderly care, assisted living, healthcare support services, and retirement-related industries.

Unfortunately, this potential is currently constrained by restrictive town-planning policies, high subdivision costs, capital contribution charges, excessive red tape, and infrastructure backlogs in water and sanitation.

Hessequa needs a different and more innovative development approach—one that encourages investment, supports local business, protects public heritage, and creates sustainable employment opportunities. Achieving this requires leadership with a clear long-term vision for the future of Hessequa.

For reference:

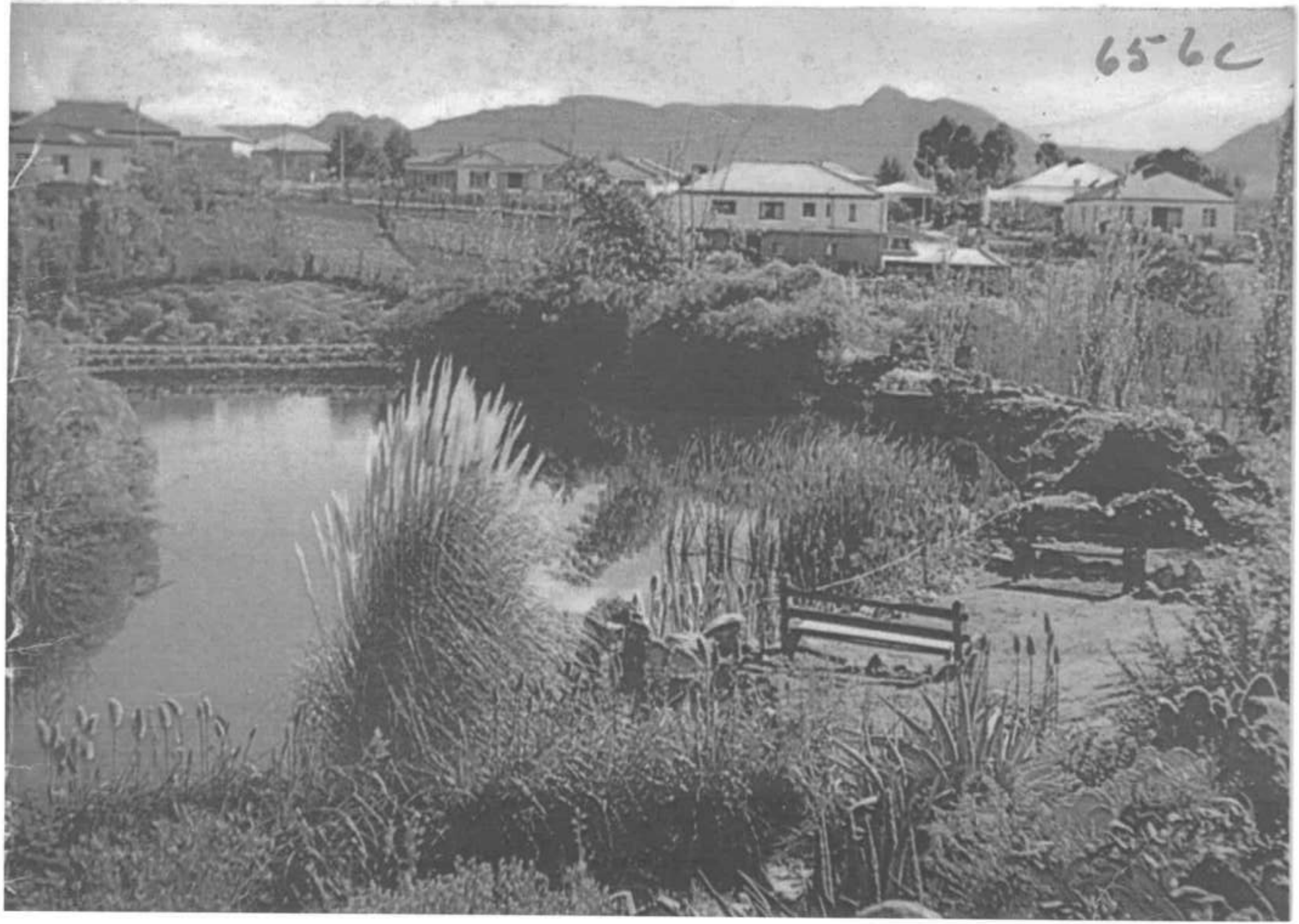
https://explorersgardenroute.co.za/places/jurisch-park/

Thank you for considering my input.

Have a nice day.

Alexander Panzek
whatsapp/ call 0797076401
Member of the Garden Route Ratespayers Alliance
Hessequa active citizenry

See pictures from the past glory of the park 👇 👇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Albert Kleynhans

From: Julie Wilson <wilson.julie222@gmail.com>
Sent: Monday, 03 August 2026 16:28
To: Albert Kleynhans
Subject: Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Albert,

Regarding the proposed commercial development for Jurisch Park, I consider it a great shame to give up one of the few green spaces left in Riversdale for commercial gain.

I hope your councillors will bear in mind what a jewel Riversdale is because of its green and rural feel.

Best wishes,
Julie.
Dr J E Wilson
2 Le Roux Street,
Riversdale.

KOBUS GELDENHUYS

Landscape Architects & Environmental Planners

Professional Landscape Architect (Pr.LArch) | SACLAP Reg. No. 20200

[Practice address] | [Telephone] | [Email] | Riversdale, Western Cape

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23 July 2026

The Municipal Manager
Hessequa Municipality
Riversdale

Per email / submission in response to the notice in the Suid-Kaap Forum

Dear Sir/Madam

OBJECTION TO THE PROPOSED DIRECT ALIENATION OF A PORTION (± 37 170 m²) OF ERF 2080, RIVERSDALE (JURISCH PARK) TO DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (PTY) LTD

1. Introduction and standing

I submit this objection in my professional capacity as a registered Professional Landscape Architect and Environmental Planner (SACLAP Reg. No. 20200), practising in Riversdale, and as an interested and affected party, in response to the notice advertised in the Suid-Kaap Forum concerning the proposed sale of a portion of Erf 2080 for the development of a commercial shopping centre and residential units.

Jurisch Park is a public facility located at the entrance to Riversdale along the N2. It serves both as a place of leisure for local residents and as a rest-stop for travellers, offering shade and a grassed area well suited to picnics. It is, in effect, the green gateway to our town.

My objection is not to commercial development or investment in Riversdale as such. On the contrary, I accept that the town needs a new retail hub, and I support the principle of such a development being established in an appropriate location. My objection is that Jurisch Park is emphatically not that location. On this site, the proposal will, in my professional assessment, produce more negative long-term outcomes than positive ones — for the town centre, for the town's heritage, and for its public open space. My concern is therefore directed at the suitability of this specific site and this specific location, at the loss of a civic asset that the Municipality should be investing in rather than disposing of, and at the adequacy of the process by which the alienation is being advanced.

2. The heritage and civic value of Jurisch Park

Erf 2080 is known locally as Jurisch Park, and it is not an incidental or under-utilised piece of municipal land. It is a civic garden with a documented, century-long history that is bound up with the development of the town itself.

The history of the park is recorded in F.H. van Wyk's 1988 history of Riversdale. As early as 1926 the Council allotted funds for the purchase of plants for the garden at the request of Councillor T.K.K. Jurisch, together with approval for the construction of a small dam. After 1928, further funds were allotted for the ongoing development of the garden, and it was named in honour of Councillor Jurisch, who had driven its establishment. From 1950 the garden was developed further by Councillor Werner Frehse, with the support

of local businessmen — among them Councillor Kobus van Wyk, who undertook major earthworks at his own expense. The park therefore represents nearly a century of deliberate civic investment by successive generations of Riversdale's leaders and residents.

As someone who played in Jurisch Park as a boy in the 1990s, I can attest that the park has been allowed to decline since the period described in van Wyk's account. That decline is not evidence that the site has lost its value — it is evidence of deferred maintenance of a civic asset. The extensive archival photographs of the park, and the living memory of many Riversdalers who can still recount what it once was, speak to a heritage resource that warrants restoration and protection, not permanent alienation to private commercial use.

2.1 The Voortrekker Monument and its setting

Of particular concern is the Voortrekker Monument that stands within the park. This is a commemorative structure of significant historical value, and as such it is in all likelihood a protected heritage resource: under section 34 of the National Heritage Resources Act (Act 25 of 1999), no structure older than 60 years may be altered or demolished without a permit, and memorials of this character enjoy specific protection.

The report proposes simply to require the developer to make the monument "a central part of the centre layout". With respect, this proposal shows no consideration whatsoever for the historical value and setting of the monument. A memorial is not an ornament whose meaning can be relocated by surrounding it with a car park and retail frontage. Its significance is inseparable from its setting — the dignified, green, contemplative parkland in which it was deliberately placed, and against which it has been read by generations of residents and travellers entering the town. To reduce it to a decorative feature at the entrance to a shopping centre is to strip it of precisely the context that gives it meaning. In heritage terms, the setting of a monument forms part of the heritage resource; harm to the setting is harm to the resource.

The appropriate course is not to design the monument into a commercial scheme, but to conserve the monument within the public parkland setting for which it was intended. I therefore request that the heritage significance of both Jurisch Park and the Voortrekker Monument be formally assessed — including a Heritage Impact Assessment under the National Heritage Resources Act, and consultation with Heritage Western Cape — before any decision to alienate is taken. A monument of this standing, and a site of this documented age and civic provenance, should not be disposed of without that assessment on record.

3. A greater vision: invest in the park, do not sell it

I ask the Council to weigh this decision against a different and, I believe, greater vision for Riversdale — one in which the Municipality invests in the well-being of its residents rather than converting one of its few historic public open spaces into private commercial floor area.

The proposal treats Jurisch Park as an under-performing asset to be liquidated. I would ask the Council to see it instead as an under-invested asset to be restored. A once-off capital receipt from the sale is a single, non-recurring benefit. A restored, well-designed public park — with its monument conserved in place as its centrepiece — is a permanent, recurring benefit to every resident of the town, and a dignified green gateway welcoming every traveller who enters Riversdale from the N2.

This is not merely sentiment. There is now a substantial international evidence base showing that access to quality public green space has measurable benefits for the health and well-being of a community. A 2021 World Health Organisation evidence review found that the presence of green space positively affects both short-term and long-term mental-health outcomes. Population-level studies have found that higher levels

of neighbourhood green space are associated with significantly lower levels of depression, anxiety and stress, even after controlling for a wide range of other factors. Access to green space has further been linked to increased physical activity, greater neighbourhood social cohesion, and reductions in crime, violence and aggression. Notably, the research also indicates that disadvantaged and vulnerable groups tend to benefit most from access to good public green space — which is directly relevant to the socio-economic profile of much of our community.

That evidence points to a clear conclusion. If the Council's genuine objective is the well-being and upliftment of Riversdale's residents, restoring and upgrading Jurisch Park as a functional, safe, well-maintained public park serves that objective far more directly and more durably than a highway shopping centre would. As a landscape architect practising in this town, I would welcome the opportunity to contribute to such a vision, and I believe many residents and local businesses would rally to it as their forebears did a century ago.

It must also be said plainly that the decision to sell a park, rather than to maintain and improve it, is itself telling. The proposal to alienate Jurisch Park — justified in part by the very neglect the Municipality allowed to set in — signals no commitment to managing and maintaining the town's public open spaces, and no clear vision for the proper long-term planning of Riversdale. It is, in practice, the absence of a planning vision that leads to green spaces being sold off: where there is no plan to invest, disposal becomes the default. That is the wrong instinct. Jurisch Park should be upgraded to serve the community as a well-designed, functioning public open space — not liquidated. I would respectfully suggest that the legacy of the current Council is called into question when proposals of this kind are brought to the table at all, and that the Council has an opportunity here to be remembered instead for restoring a civic asset that generations before it built.

4. The N2 highway location and the harm to the town centre

My principal planning concern regarding the commercial proposal itself is the location of a 7 500–10 000 m^2 centre on the N2 highway edge, detached from the existing central business district of Riversdale.

Highway-edge retail of this scale characteristically draws trade away from the established town centre rather than adding to it. The predictable outcome, visible in numerous small Western and Eastern Cape towns, is a hollowing-out of the historic main street: rising vacancies, declining maintenance, and a fragmented, car-dominated commercial strip along the highway that becomes a visual and functional liability rather than an asset. Having recently travelled through the Eastern Cape, I can attest that the cumulative effect of such highway developments on the character and coherence of small towns is precisely the outcome that sound spatial planning seeks to avoid.

This pattern runs contrary to the principles of the Spatial Planning and Land Use Management Act (Act 16 of 2013) — in particular spatial sustainability, efficiency, and the consolidation and strengthening of existing urban cores rather than their dispersal. A development that undermines the viability of the existing CBD does not represent net economic growth for Riversdale; it represents a relocation of existing trade to a new site, at the cost of the town's centre and at the cost of a valued public open space.

There is a further planning principle at stake. The piecemeal sale of connected public green space is, in itself, poor planning. Open spaces function best as a connected network — for ecological continuity, for stormwater and biodiversity, and for the everyday movement and recreation of residents. Carving a commercial site out of that network fragments it, and fragmented development is precisely what creates the intractable problems that towns inherit a generation later: severed green corridors, marooned remnant parcels too small to serve any real purpose, and a built environment assembled from opportunistic

transactions rather than a coherent plan. Each individual sale may appear defensible in isolation; their cumulative effect is a town that no longer hangs together. Sound planning protects and connects green space; it does not sell it off one parcel at a time.

The report motivates the sale partly on the basis that the portion of Erf 2080 is a "non-viable property" that can function only in conjunction with the adjoining erven. This may justify avoiding a competitive process, but it does not establish that the development is in the town's best spatial-planning interest. Those are two separate questions, and the second has not been adequately answered.

5. Environmental constraints

The report acknowledges that a critical biodiversity area covers a significant portion of the site and that the erf is "not fully developable" owing to environmental constraints. This is a material consideration that should be resolved before, not after, a decision to alienate:

- The full extent of the critical biodiversity area and its development implications should be established up-front through the required environmental process under the National Environmental Management Act (Act 107 of 1998), rather than deferred entirely to the purchaser after transfer.
- The proposed relocation site for the bowls facilities is noted to lie within the floodline. Relocating public infrastructure into a floodplain warrants proper scrutiny.
- Placing the environmental authorisation obligation wholly on the purchaser, after the sale is approved in principle, risks committing the Municipality to a transaction whose developable yield and environmental acceptability are not yet known. A critical biodiversity area is, moreover, an asset entirely compatible with the restored-park vision set out above.

5.1 Stormwater and the effect of hardened surfaces

A specific and, in my view, under-appreciated consequence of this proposal is its effect on stormwater. The park in its current, largely permeable state performs a valuable hydrological function: its grassed and vegetated surfaces absorb rainfall, slow runoff, and allow water to infiltrate rather than sheet off. It behaves, in effect, as a piece of the town's natural stormwater infrastructure.

A commercial development of this scale would replace much of that permeable surface with roofs, roads and parking areas — large expanses of impervious hard surface. The hydrological effect is well established: impervious surfaces sharply increase both the volume and the peak rate of stormwater runoff, and discharge it faster and in greater concentration into the receiving drainage system. The runoff that the park currently absorbs on site would instead be shed downstream.

This is a material concern because the Municipality's own report indicates that the local stormwater system is already under pressure. The report notes that the stormwater channels serving the area were upgraded in recent years, and that the alternative site proposed for the relocated bowls facilities lies within the floodline. In other words, the receiving system is already at or near its capacity and the surrounding area already has a recognised flood exposure. Introducing a large new source of concentrated, accelerated runoff upstream of that system is likely to intensify the pressure on it, and to increase downstream flood risk — potentially affecting properties and infrastructure well beyond the site itself.

At the very least, this means that no responsible decision on this site can be taken without a full stormwater and hydrological impact assessment, quantifying the increase in runoff, the adequacy of the receiving system, and the attenuation measures that would be required. This work should be done before any

decision to alienate — not deferred to the purchaser after transfer — because its findings may materially affect whether, and how much of, the site can responsibly be developed at all. By contrast, retaining and upgrading the park preserves its existing stormwater function rather than removing it.

6. Process concerns

Approving the alienation "in principle" as a direct sale, ahead of the environmental authorisation, the subdivision and rezoning, and any heritage assessment, places the sequence of decisions in the wrong order. The proper heritage, spatial-planning and environmental questions should inform the decision to alienate — not follow it.

7. A planning framework should precede decisions of this kind

The town needs a new retail hub, and it deserves one that is properly located. The way to achieve that is not to respond to an unsolicited offer for a particular municipal parcel, but to undertake a proper urban-planning exercise that identifies where such development should go. A sound spatial framework guides and steers future growth, and makes subsequent planning decisions easier and more defensible, precisely because they are taken against an agreed plan rather than made hastily, one transaction at a time. Deciding the future of Jurisch Park ahead of — and in the absence of — that framework inverts the proper order of planning.

This matters all the more because the decision is irreversible. Once a piece of public open space such as Jurisch Park is sold and developed, it is gone for ever. There is no realistic prospect of a future Council reassembling or reinstating it. A decision of that permanence should not be taken to accommodate a single applicant's timetable, and should not be taken before the town has a plan that tells it whether this is the right thing to do. The prudent course is to keep the option open — by retaining the park — until a proper framework can confirm the best location for the hub the town needs.

8. Relief sought

I respectfully request that the Municipality:

8.1 Not approve the direct alienation of a portion of Erf 2080 for this purpose at this time;

8.2 Give serious consideration to retaining Jurisch Park in public ownership and investing in its restoration and upgrade as a public park — with the Voortrekker Monument conserved in its existing setting — for the long-term well-being of Riversdale's residents;

8.3 Undertake a proper urban-planning exercise to identify appropriate, well-located sites for the retail hub the town needs — sites that reinforce rather than compete with the existing town centre and that do not require the loss of a historically significant public open space — and take any decision on a location within that framework rather than ahead of it; and

8.4 In any event, require that a full public participation process, a Heritage Impact Assessment (including consultation with Heritage Western Cape), a stormwater and hydrological impact assessment, and the environmental authorisation process under NEMA be completed, and their outcomes made available for public comment, before any decision to alienate is taken.

I am willing to engage further and to make my professional planning input available to the Municipality in this regard.

Yours faithfully

KOBUS GELDENHUYS
Pr.LArch | SACLAP Reg. No. 20200
Professional Landscape Architect & Environmental Planner
Kobus Geldenhuys Landscape Architects & Environmental Planners
Riversdale, Western Cape

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	Linda Cronje
Fisieke Woonadres in Riversdal:	18 Osler Straat
Erfnommer (indien bekend):	
Kontaknommer (Telefoon / Sel):	0828598770
E-posadres:	Linda.cronje.home@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Verdere besware teen die voorgestelde winkelsentrum

4.1. Die bewering dat die park nie lewensvatbaar is nie

Ek wil graag verdere kommentaar lewer ten opsigte van die "nie-lewensvatbare"-klousule wat in hierdie aansoek gebruik word Die park word tans gereeld deur die rolbalbaan gebruik en is dus, tot op hede, steeds 'n aktiewe en gebruikte gemeenskapsruimte. Die feit dat die rolbalklub ingestem het om na 'n ander area verskuif te word, beteken nie dat die huidige park nie gebruik word nie.

Die voorgestelde nuwe area waarheen die rolbalbaan verskuif sal word, is ook nie groot genoeg om die rolbalbaan én van die huidige ontspanningsgeriewe wat daar is, te akkommodeer nie. Dit gaan noodwendig tot nadeel van die kinders wees wat gereeld die park by Takkieskloof gebruik.

Takkieskloof is 'n baie gesogte park wat baie deur die gemeenskap gebruik word. Ek voel dat die gemeenskap in hierdie geval gestraf word as gevolg van die munisipaliteit se onvermoë of onwilligheid om verantwoordelikheid te neem vir die instandhouding van die park.

Die feit dat die park die afgelope tyd dalk nie na wense onderhou is nie, beteken nie dat die park nie waarde het of nie meer lewensvatbaar is nie.

4.2. Toename in voetganger-, motor- en vragmotorverkeer

My tweede beswaar is die verwagte toename in voetganger-, motor- en vragmotorverkeer.

Alhoewel ek aan 'n redelik besige pad in die dorp woon, is die area steeds relatief stil in vergelyking met groter dorpe en stede. Indien die winkelsentrum hier gebou word, sal die verkeer en geraas aansienlik toeneem.

Dit sal 'n direkte invloed hê op die manier waarop ons en ons kinders tans die area gebruik. My kinders kan tans relatief veilig met hul fietse in die strate ry en saam met hul vriende met 'n bal in die straat speel. Met 'n groot winkelsentrum in die onmiddellike omgewing sal die verhoogde verkeer dit aansienlik gevaarliker maak.

Alhoewel daar reeds voetgangers in die area is, is dit gewoonlik relatief stil in die aande. 'n Winkelsentrum sal egter verkeer, voetgangers en geraas van vroegoggend tot laat in die aand meebring.

Toe ek my eiendom gekoop het, was die area nie vir hierdie tipe ontwikkeling gesoneer nie. Indien dit wel die geval was, sou ek die eiendom waarskynlik nie gekoop het nie.

4.3. Die impak op stormwater en die kunsmatige rivier

As 'n ekoloog van beroep, wat vir jare in varswater-ekologie gewerk het, vind ek dit moeilik om te aanvaar dat daar voldoende aandag gegee is aan die moontlike impak wat die verandering van so 'n groot groen area na 'n groot, verharde parkeer- en winkelsentrumarea op stormwaterafloop sal hê.

Die hoeveelheid afloopwater sal na my mening aansienlik verhoog wanneer die park deur geboue, parkeerareas en ander verharde oppervlaktes vervang word.

Daar is reeds huise naby die voorgestelde winkelsentrum wat relatief laag geleë is. Ek is bekommerd dat hierdie huise tydens swaar reënval aansienlik meer aan waterafloop en moontlike skade blootgestel kan word.

Tans absorbeer en vertraag die park 'n groot gedeelte van die reënwater. Slegs na baie swaar reën is daar tans 'n groot hoeveelheid water sigbaar in die afloop. Met die ontwikkeling van die terrein sal hierdie situasie waarskynlik dramaties verander.

Ek glo daarom dat 'n deeglike hidrologiese en stormwaterstudie noodsaaklik is voordat so 'n groot gedeelte van die bestaande groen area in verharde oppervlaktes omskep word.

4.4. Die behoefte aan behuising

Behuising is 'n groot behoefte in ons dorp, en ek dink daar is algemene ondersteuning vir die bou van die voorgestelde meenthuise op die grond wat nou ook deur die winkelsentrumontwikkeling ingesluit word.

Dit is baie hartseer dat hierdie behuising moontlik nie meer gebou gaan word nie, aangesien dit 'n betekenisvolle bydrae kon lewer tot die vermindering van die dorp se behuisingsprobleme.

Die meenthuise sou na my mening 'n baie meer gepaste ontwikkeling vir hierdie area wees. Daar is reeds huise in die omliggende gebied, en die ontwikkeling sou by die bestaande karakter van die omgewing aansluit.

Die voetganger- en motorverkeer sou ook nie naastenby in dieselfde mate toeneem as met 'n groot winkelsentrum nie. Daar sou ook nie dieselfde vlak van swaar voertuigverkeer, afleweringsverkeer en laatnag-geraas wees nie.

Ek ondersteun dus die ontwikkeling van die meenthuise, maar ondersteun nie die verkoop van die grond aan 'n ontwikkelaar vir die oprigting van 'n groot winkelsentrum nie.

4.5. Die ekonomiese impak op die dorp

Ek is ook van mening dat dit 'n fout sou wees om hierdie gebied vir 'n winkelsentrum te hersoneer indien dit tot gevolg het dat die dorp se bestaande besigheidskern na 'n nuwe gebied verskuif.

Ons is 'n baie klein dorp met 'n relatief lae werkloosheidsyfer. Een van die redes hiervoor is dat die plaaslike ekonomie deur die gemeenskap ondersteun word. Mense ondersteun plaaslike ondernemings en klein besighede, en hierdie besighede ondersteun op hul beurt die plaaslike gemeenskap.

Die eienaars van 'n groot winkelsentrum woon waarskynlik nie noodwendig in ons dorp nie. Hulle gaan dus nie noodwendig dieselfde mate van ondersteuning aan ons plaaslike skole, gemeenskapsprojekte en ander plaaslike inisiatiewe bied as wat ons huidige plaaslike besighede doen nie.

Daar is ook 'n werklike risiko dat 'n groot gedeelte van die geld wat plaaslik bestee word, uit die dorp geneem sal word. Dit kan 'n negatiewe uitwerking op die plaaslike ekonomie as geheel hê.

Ek is ook bekommerd dat die bestaande hoofsakekern uiteindelik leeg kan loop. Dit kan dan nog 'n probleem vir die munisipaliteit word, aangesien 'n verlate sakekern steeds onderhou en bestuur moet word.

Ek verstaan dat ontwikkeling nodig is, maar ons moet ook kyk na die werklike ekonomiese behoefte van so 'n klein dorp. Die gebou waar Spur voorheen was, staan reeds langer as 'n jaar leeg. Die Shell-garage gaan ook 'n OK Foods-winkel kry.

Ons is 'n baie klein dorp, en ek sukkel om te sien hoe al hierdie besighede op die lang termyn volhoubaar kan wees indien daar 'n groot winkelsentrum bygevoeg word.

Ek glo dit sal beter wees om ons bestaande klein besighede te ondersteun as om 'n groot ontwikkeling toe te laat wat moontlik 'n groot gedeelte van die plaaslike ekonomiese aktiwiteit na 'n enkele winkelsentrum verskuif.

4.6. Die park se probleme kan opgelos word

Ek besef wel dat die park tans probleme het en dat dit soms ongewenste elemente aantrek. Ek verstaan dat dit vir die munisipaliteit en die gemeenskap 'n kopseer kan wees.

Ek glo egter dat die gemeenskap saam aan 'n oplossing hiervoor kan werk.

Die park is oor baie jare met baie liefde gebruik en in stand gehou. Net omdat dit die afgelope tyd nie na wense onderhou is nie, beteken dit nie dat ons die baba met die badwater moet uitgooi nie.

Ek dink dit is eerder tyd om die park weer aandag en liefde te gee, dit veiliger te maak en die ruimte meer bruikbaar vir die hele gemeenskap te maak.

Om die hele terrein in 'n groot winkelsentrum te verander, is na my mening nie 'n oplossing vir die probleme wat die park tans ervaar nie.

4.7. Die Spatial Development Framework

Ek verstaan ook nie hoe die munisipaliteit 'n besluit kan oorweeg wat teenstrydig met sy eie Spatial Development Framework is nie.

Hierdie raamwerk is met baie moeite saamgestel en is juis bedoel om ontwikkeling op 'n wyse te rig wat tot voordeel van die hele gemeenskap is.

Daar is reeds 'n area oorkant die N2 wat vir kommersiële gebruik gesoneer is. Ek glo dat hierdie area eerder oorweeg behoort te word indien 'n winkelsentrum wel nodig en ekonomies lewensvatbaar bewys kan word.

Die ontwikkeling van 'n winkelsentrum op daardie terrein sal na my mening minder direkte negatiewe gevolge vir bestaande inwoners hê. Dit sal ook die bestaande park behou en die impak van verhoogde verkeer en geraas op die omliggende woongebied beperk.

Dit bied moontlik 'n beter oplossing vir almal: die groen ruimte kan behoue bly, bestaande inwoners word minder geraak, en daar is steeds 'n terrein wat reeds vir kommersiële ontwikkeling geoormerk is.

Ek wil dit egter duidelik stel dat my voorstel om die ander terrein te oorweeg nie beteken dat ek noodwendig die voorgestelde groot winkelsentrum ondersteun nie. Ek twyfel steeds sterk of so 'n groot winkelsentrum ekonomies lewensvatbaar is vir 'n dorp van ons grootte.

Ek ondersteun ontwikkeling wat werklik tot voordeel van die hele gemeenskap is. Ek glo egter dat die behoud van ons groen ruimtes, die ondersteuning van plaaslike klein besighede, die voorsiening van broodnodige behuising en die beskerming van die karakter en veiligheid van ons woongebiede belangriker behoort te wees as die oprigting van 'n groot winkelsentrum wat moontlik nie ekonomies volhoubaar is nie.

Ek doen daarom 'n beroep op die munisipaliteit om die langtermynbelang van die hele gemeenskap in ag te neem en om die voorgestelde ontwikkeling deeglik te heroorweeg.

Riversdal is werklik 'n fantastiese plek vol vriendelike mense en dis 'n vooreg om hier te bly.

Geteken deur Linda Cronje op 10 Augustus 2026 te Riversdal.

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Willem Tobias Janse v. Rensburg
Fisieke Woonadres in Riversdal: Moodie Str 6, Riversdale
Erfnommer (indien bekend): OAKHURST GASTEHUIS
Kontaknommer (Telefoon / Sel): (082) 492 7459
E-posadres: wt1301@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[X] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[X] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar aflewerings-verkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige

kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande

sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

4.1 Alle munisipale grande behoort aan die belastingbetalers en nie aan die politieke party wat in beheer is nie.

4.2) Behoud van ons sentrale sakekern.

4.3) Behoud van ons goeie skole.

4.4) Doel van die skenking van hierdie grond was nie vir 'n winkelsentrum nie, maar vir oop ruimte.

11/08/26

- W.T. JANSE V. RENSBURG

HANDTEKENING VAN BESWAARMAKER DATUM

DATUM: 8 Augustus 2026
AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit, Riversdal
PER EPOS: albert@hessequa.gov.za
INDIENER: Martin Cronje, Geaffekteerde Inwoner van Riversdal

FORMELE BEPLANNINGS- EN REGSBESWAAR TEEN DIE VOORGESTELDE VERVREEMDING, SLUITING EN HERSONERING VAN 'N GEDEELTE (± 37 170 M²) VAN ERF 2080, RIVERSDAL (JURISCH PARK)

1. BESWAAR EN STANDING: Persoonlike en Konstruktiewe Deelname aan die Openbare Proses

Hierdie formele beswaarskrif word deur my persoonlik ingedien as 'n geaffekteerde inwoner van Riversdal. My oortuiging is dat 'n suksesvolle en volhoubare plaaslike omgewing gebou word op wedersydse deursigtigheid, oop gesprek en konstruktiewe samewerking tussen die plaaslike owerheid en sy inwoners. My doel met hierdie skrywe is dus beslis nie om 'n konfronterende stryd aan te knoop nie, maar om op 'n respekvolle, beginselvaste en tegnies-gefundeerde wyse te reageer op die amptelike kennisgewing vir openbare kommentaar oor die voorgestelde grondgebruiksveranderings.

My beswaar is spesifiek gerig teen die voorneme van die Hessequa Munisipale Raad om 'n gedeelte van ongeveer 37 170 m² van Erf 2080, Riversdal (algemeen bekend as Jurisch Park), direk te vervreem aan Dorpstraat Convenient Retail Investments (Edms) Bpk vir die oprigting van 'n groot kommersiële winkelsentrum en residensiële eenhede.

Ek wil dit vooraf onomwonde stel dat ek kommersiële belegging en infrastruktuurontwikkeling in Riversdal verwelkom. Die ekonomiese vooruitgang van ons dorp is vir my belangrik. My beswaar is egter daarop gebaseer dat Jurisch Park die verkeerde en ruimtelik onversoenbare ligging vir hierdie spesifieke skaal van hoë-intensiteit ontwikkeling is. Die voorgestelde hersonering en vervreemding verteenwoordig 'n wesenlike skending van die Hessequa Munisipale Ruimtelike Ontwikkelingsraamwerk (SDF) 2024/2025, wat amptelik op die munisipale webtuiste gepubliseer is by *https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*. Hierdie transaksie oortree die kernbeginsels van die Wet op Ruimtelike Beplanning en Grondgebruikbestuur (SPLUMA, Wet 16 van 2013) en ignoreer gevestigde beplanningsriglyne, wat die munisipaliteit blootstel aan onnodige omgewings-, finansiële en administratiewe risiko's.

2. BEPLANNINGSOORWEGING: Die Toepaslikheid van die 'Nie-Lewensvatbare' Eiendomsbeleid vir Erf 2080

Die amptelike raadsitem beveel aan dat die vervreemding as 'n direkte verkope aan die aansoeker goedgekeur word deur die betrokke 3.7 hektaar gedeelte van Erf 2080 as 'nie-lewensvatbaar' (non-viable property) te klassifiseer ingevolge Paragraaf 21.4 van die

Munisipaliteit se Eiendomsadministrasiebeleid. Hierdie bepaling stipuleer dat grond nie-lewensvatbaar is as dit weens omvang, ligging of fisiese beperkings nie op sy eie ontwikkel kan word of as 'n selfstandige entiteit kan funksioneer nie, en dus slegs in samewerking met 'n aangrensende privaat eiendom nuttig aangewend kan word.

As geaffekteerde inwoner is dit vir my duidelik dat hierdie klassifikasie tegnies en logies in stryd is met die feite op die grond asook die munisipaliteit se eie ruimtelike beleid:

- **Logiese Botsing van Skaal:** 'n Massiewe openbare perseel van 37 170 m² wat groot genoeg is om 'n streeks-winkelsentrum van tot 10 000 m² asook residensiële eenhede te huisves, kan op geen wyse as "nie-ontwikkelbaar in isolasie" of as 'n onbeduidende stukkie grond gedefinieer word nie. Die feit dat die waardasie van die perseel op R7 893 690,00, bewys dat die grond inherent selfstandig en ekonomies uiters lewensvatbaar is.
- **Statutêre Waarde ingevolge die SDF:** Die Hessequa SDF skryf reeds 'n baie spesifieke, selfstandige openbare funksie vir hierdie erf voor. Dit is uitdruklik geoormerk as **IZ4 (Crafters Market / Kunshandelsmark)**. Die SDF beplan om hierdie perseel as 'n openbare gemeenskapsbate, 'n voetganger-vriendelike sone en 'n groen skakel na Riversdal te ontwikkel. Die owerheid kan nie redelikerwys beweer dat die grond geen selfstandige beplanningswaarde of gebruik het nie, terwyl hul eie statutêre beplanningsdokument dit as 'n kern-openbare bate definieer.
- **Inkonsekwentheid van die Loophole:** Die argument dat die aansoeker 'n opsie op die aangrensende Erwe 7648 en 2074 verkry het, en dat die munisipale grond daarom slegs deur hul direkte transaksie funksioneel kan word, skep 'n gevaarlike presedent. Dit beteken enige private entiteit kan munisipale grond effektief "gyselaar hou" deur bloot omliggende privaat stroke te koop, en sodoende openbare mededinging uitsluit. Dit skend die SPLUMA-beginsel van *Goeie Administrasie (Good Administration)* wat deursigtigheid en regverdige grondtoegang vereis.

3. RUIMTELIKE BALANS: Voldoende Voorsiening vir Hoë-Intensiteit Handelsgebruike langs die MU4-Korridor

Enige grondgebruiksaansoek moet wetlik beplanningsbehoefte en -wenslikheid bewys. Die aansoek om Jurisch Park vir grootskaalse kleinhandel te hersoneer, faal hierdie toets, aangesien die goedgekeurde Hessequa SDF reeds strategies en voldoende voorsiening gemaak het vir hierdie presiese behoefte op 'n baie meer geskikte en reeds geoormerkte terrein oorkant die pad.

Die goedgekeurde SDF identifiseer die area direk oorkant die N2-snelweg as die **MU4-korridor (Gemengde Gebruiksontwikkelingskorridor)**. Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is *"to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."*

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die

skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van *Ruimtelike Doeltreffendheid (Spatial Efficiency)*, wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

4. EKONOMIESE VOLHOUBAARHEID: Beskerming en Versterking van die Sentrale Sakesone (CBD)

Die voorgestelde winkelsentrum van 7 500 m² tot 10 000 m² op die buiterand van die dorp is in direkte stryd met die ruimtelike teikens van die SDF om die bestaande sakekern te beskerm. Op Bladsy 72 van die SDF definieer Kaart 12 die amptelike grense van die Riversdal Sentrale Sakesone (CBD). Jurisch Park lê heeltemal buite hierdie sakesentrum-gebied.

Volgens die beplanningsprioriteite vir Riversdal as 'n 1ste Orde Node, is die primêre fokus uitdruklik geoormerk as **"Urban Regeneration (CBD area)"**. Verder verplig Seksie 3.3.2.13 (Central Business Area Guidelines) die munisipaliteit om *"give priority to the renovation and revitalization of existing structures to promote urban renewal... and promote a mix of retail, business, and service establishments"* spesifiek binne die historiese sakesentrum.

Die vestiging van 'n massiewe gedesentraliseerde winkelsentrum langs die snelweg buite die CBD skend hierdie riglyne. Snelweg-kleinhandel van hierdie skaal trek nasionale ankerhuurders (soos Checkers of Woolworths) en vitale voetganger-koopkrag weg van die middeldorp. Die voorspelbare gevolg, soos reeds in talle klein plattelandse dorpe regoor Suid-Afrika gesien is, is 'n agteruitgang van die historiese sakekern (leegstaan, gebrek aan instandhouding en ekonomiese verplasing). Die ontwikkeling verteenwoordig nie netto nuwe ekonomiese groei nie, maar bloot 'n skadelike verplasing van bestaande handel ten koste van ons middeldorp se volhoubaarheid.

5. BEPLANNINGSBELYNINIG: Die Geaktiveerde IZ4 (Kunshandelsmark) Oormerking ingevolge die SDF en SPLUMA

Die goedgekeurde SDF (Seksie 3.3.2.10, Bladsy 65) definieer reeds 'n wetlik bindende publieke oormerking vir Erf 2080 as **IZ4 (Crafters Market / Kunshandelsmark)** met die volgende riglyne:

- Om 'n area beskikbaar te stel vir plaaslike kunshandelaars om sodoende toegang tot grond vir kleinsake te bevorder.
- Die implementering van voertuigbeperkings om 'n veilige voetgangersone te skep.
- Die benutting van die markarea as 'n fisiese en visuele skakel (connector) na die Riversdal CBD.
- Die verbetering en ontwikkeling van straatmeubels, plaveisel en groener uitlegte om die CBD met die markgebied te verbind.

Ingevolge **Artikel 22(1) van SPLUMA** mag die Munisipale Beplanningskomitee of Tribunaal nie 'n grondgebruiksbesluit neem wat in stryd is met die amptelike SDF nie, behalwe onder baie

spesifieke en geregverdigde omstandighede. Om 'n beplande publieke, entrepreneuriese en gemeenskapgesentreerde sone (IZ4) op te offer vir 'n private, hoë-intensiteit kommersiële winkelsentrum, skend die gees van hierdie statutêre beplanning direk. Die Tribunaal is dus wetlik verplig om die hersonering te weier.

6. SOSIALE VOLHOUBAARHEID: Lewensgehalte, Kommersiële Oorlas en Gemeenskaps-Stewardship

Jurisch Park is nie bloot 'n stuk grond nie; dit is 'n plek met diep generasionele betekenis vir die mense van Riversdal. Vir my persoonlik is hierdie park nou verweef met my eie familie-erfenis. My oupa, **Kobus van Wyk**, was een van die raadslede en plaaslike besigheidsmanne wat in die mid-20ste eeu (soos gedokumenteer in F.H. van Wyk se historiese verslag van Riversdal) sy eie persoonlike personeel en masjinerie gebruik het om hierdie park te bewerk en te onderhou. Selfs nou dat ek 'n volwassene is en deur Jurisch Park loop, kan ek duidelik onthou hoe ek en my broer as kinders hier in die park gespeel het terwyl my oupa na die tuine omgesien het.

In latere jare het plaaslike verenigings soos die tuinbouklub herhaalde pogings aangewend om die park te verfraai en te onderhou. Weens toenemende wetlike en statutêre regulasies op openbare grond en politieke inmenging, mag die publiek en gemeenskapsorganisasies egter nie meer soos vroeër jare self ingryp en na die park omsien nie. As gevolg hiervan het die volle las van onderhoud op die munisipaliteit geval, wat tot die huidige waargenome agteruitgang gelei het.

Dit is dus feitelik foutief en onregverdig om te argumenteer dat die park deur die publiek "doelbewus vermy" of verwaarloos word. Die waarheid is dat die gemeenskap weens regulatoriese hindernisse nie meer verstaan hoe hulle kan help en hoe hulle die park aktief mag gebruik nie. In plaas daarvan om hierdie waardevolle groen long permanent te vervreem en te verkoop vir 'n kommersiële winkelsentrum, behoort die munisipaliteit eerder brûe te bou tussen die plaaslike owerheid en die gemeenskap. Deur geleenthede te skep vir samewerking en mede-bestuur (community stewardship) kan die gemeenskap weer eienaarskap neem van hul erfenis en die munisipaliteit se onderhoudskoste drasties verminder.

Die amptelike munisipale verslag beweer dat die voorgestelde ontwikkeling eiendomswaardes sal verhoog. Enige kunsmatige of besigheidsgerigte styging in grondwaarde vergoed egter nie omwonendes vir die drastiese verlies aan lewenskwaliteit, stilte en veiligheid nie. 'n Winkelsentrum van hierdie skaal werk met 24-uur meganiese geraas (van industriële verkoelings- en lugversorgingstelsels) asook konstante ligbesoedeling na 'n gevestigde, stil residensiële woongebied. Die daaglikse vloei van swaar afleweringsvoertuie (vragmotors) vroegoggend en laataand sal die nagrus en veiligheid van buurtbewoners asook plaaslike kerke onaanvaarbaar ontwrig. Om 'n soortgelyke woning met dieselfde rustigheid, gevestigde boomryke uitsigte en openbare parkomgewing elders in die huidige Riversdal-mark te koop, sal inwoners aansienlik meer kos as wat hul eiendomme op die vrye mark sal behaal. Die werklike vervangingswaarde van hierdie lewensruimte word permanent vernietig, wat die SPLUMA-beginsel van *Ruimtelike Geregtigheid (Spatial Justice)* skend.

7. ERFENIS- EN OMGEWINGSBESTUUR: Die Toepassing van die NEMA-Versagtingshiërargie en Monumentkonteks

Jurisch Park beskik oor 'n ryk historiese en omgewingswaarde wat nie deur die voorgestelde direkte verkope effektief beskerm word nie:

A. Die Skending van die Voortrekker-monument se Historiese Konteks:
Die historiese monument in die park is ouer as 60 jaar en geniet ingevolge Artikel 34 van die Wet op Nasionale Erfenishulpbronne (Wet 25 van 1999) statutêre beskerming. Die ontwikkelaar se kosmetiese voorstel om die monument bloot as 'n "sentrale deel van die sentrumuitleg" te integreer, toon 'n ernstige miskenning van erfenisbewaring. 'n Monument is nie 'n ornament wat met parkeerterreine en winkelvensters omring kan word sonder om sy betekenis te verloor nie. Sy historiese waarde is onafskeidbaar van sy rustige, waardige, groen parklandskapkonteks. Die beskadiging van hierdie omringende landskap is wetlik gelykstaande aan die beskadiging van die erfenisbate self. Geen oordrag of ontwikkeling mag plaasvind sonder 'n formele Erfenisimpakbepaling (HIA) en skriftelike toestemming van Erfenis Wes-Kaap nie.

B. Toepassing van die NEMA Versagtingshiërargie en CBA-Sensitiwiteit:
Die amptelike omgewingsverslae erken dat Erf 2080 'n beduidende **Kritieke Biodiversiteitsarea (CBA)** bevat, wat onder die SDF se omgewingsriglyne strictly as 'No-Go Area' geklassifiseer is met die bestuursobjektiat "keep natural, with no further loss of habitat". Ingevolge die Nasionale Omgewingsbestuurswet (NEMA, Wet 107 van 1998) is die munisipaliteit en ontwikkelaar verplig om die Versagtingshiërargie (Mitigation Hierarchy) opeenvolgend toe te pas:

- **1. Vermy (Avoid):** Voorkom omgewingskade deur alternatiewe, nie-sensitiewe terreine te kies. Aangesien die MU4-sone oorkant die pad reeds vir hierdie doel beskikbaar is, is die skade aan Jurisch Park se CBA heeltemal vermybaar. Die aansoek faal wetlik op hierdie verpligte, opeenvolgende eerste stap.
- **2. Minimeer (Minimise):** Die ontwikkelaar se argument dat die 10 000 m² winkelsentrum op die "nie-sensitiewe" gedeelte van die grond gebou word (en die CBA fisies vermy word), verteenwoordig 'n voortydige sprong na Stap 2. NEMA laat slegs minimering toe as daar bewys is dat alternatiewe (Stap 1: Vermyding) onmoontlik is. Boonop sal 'n hoë-intensiteit kommersiële perseel direk langs 'n CBA onvermydelike randeefekte (edge-effects), stormwaterafloop en ekologiese fragmentasie veroorsaak wat die oorblywende CBA permanent sal degradeer.
- **3. Rehabiliteer (Rehabilitate):** Om die beskadigde areas op die terrein te herstel is onmoontlik sodra die grond onder 'n massiewe teer- en betonvoetspoor verseël is.

C. Stormwaterafloop en die Relokasie van die Rolbalklub:
Daar moet 'n duidelike wetlike en tegniese onderskeid getref word tussen twee aparte hidrologiese en wetlike aspekte van die aansoek:

- **1. Die Hidrologiese Impak van die Snelwegontwikkeling:** Die park in sy huidige, deurdringbare (permeable) toestand verrig 'n kritieke natuurlike stormwaterfunksie deur reënwater te absorbeer en afloop te vertraag. Die vervanging daarvan met impervious harde

oppervlaktes (dakke en parkeerterreine) sal stormwaterafloop dramaties versnel en verhoog. Hierdie hidrologiese risiko is 'n selfstandige probleem en staan heeltemal los van die fisiese plek waarheen die rolbalbaan geskuif word.

- **2. Wetlike en Beplanningsvereistes vir die Rolbalfasiliteite se Skuif:** Die relokasie van die gevestigde rolbalbane en klubhuis (met 'n beraamde koste van R3 000 000,00) kan nie bloot as 'n informele ooreenkoms hanteer word nie. Enige sluiting of verskuiwing van openbare sportinfrastruktuur wat vir dekades bestaan, is onderhewig aan formele grondgebruiksaansoeke (hersonering en onderverdeling) en moet deel wees van die amptelike openbare kommentaarproses. Die voorgestelde relokasiewaterterrein lê binne die amptelike vloedlyn (flood-line), wat 'n NEMA-gelyste aktiwiteit trigger en 'n volledige EIA vereis. Die belastingbetaler word hier blootgestel aan massiewe finansiële en fisiese risiko's wat eers amptelik en onafhanklik geëvalueer moet word.

8. STRATEGIESE EN WETLIKE VERSOEKE

Op grond van bogenoemde wesenlike ruimtelike, regs- en prosedurele oorwegings, versoek ek dat die Hessequa Munisipale Raad die volgende aksies neem:

- **8.1 Weier die direkte vervreemding, sluiting en verkoop of hersonering van Erf 2080 (Jurisch Park)**, aangesien die eiendom 'n lewensvatbare, hoogs gewaardeerde openbare en erfenisbate is wat onder geen omstandighede vir private kommersiële ontwikkeling gesluit behoort te word nie, veral aangesien die "nie-lewensvatbare" eiendomsbeleid nie regtens of feitelik op hierdie hoë-waarde aktiewe park van toepassing is nie.
- **8.2 Rig die kommersiële kleinhandelontwikkeling na die vooraf-beplande MU4-sone oorkant die N2-snelweg**, wat spesifiek in die SDF plan is om sulke hoë-intensiteit handelsaktiwiteite te akkommodeer sonder die verlies van 'n openbare groen long en sonder om die ekonomiese welstand van die bestaande sake kern te benadeel.
- **8.3 Bewaar en herstel Jurisch Park as 'n gemeenskapsbate** en begin 'n konstruktiewe gesprek met die gemeenskap en plaaslike verenigings om 'n herstellende model vir samewerking en publieke instandhouding (stewardship) te vestig.
- **8.4 Let wel dat die voltooiing van spesialisondersoeke (EIA, HIA, Stormwater en TIA) 'n wetlike voorvereiste is** vir die neem van enige ingeligte grondgebruiksbesluit. Ingevolge Suid-Afrikaanse administratiewe en beplanningsreg (onderandere SPLUMA) is dit 'n wetlike vereiste dat alle material feite en impakte geëvalueer moet word VOORDAT 'n aansoek aanvaar of goedgekeur kan word. Die Raad kan nie hierdie wetlike verpligting na die ontwikkelaar delegeer as 'n "opskortende voorwaarde" na die tyd nie.
- 8.5 Ek eis dat 'n volledige, onafhanklike Omgewingsimpakbepaling (EIA), 'n Erfenisimpakbepaling (HIA) in samewerking met Erfenis Wes-Kaap, 'n deeglike Stormwater- en Hidrologiese Impakstudie, 'n Verkeersimpakbepaling (TIA) asook 'n onafhanklike Kleinhandel-impakbepaling (SDF Bladsy 244) voltooi en vir openbare inslae en kommentaar beskikbaar gestel word enige verdere stappe geneem word.

Ek dank die munisipaliteit vir die geleentheid om my skriftelike kommentaar in te dien en verklaar myself beskikbaar vir verdere konstruktiewe, mondelinge voorleggings tydens enige

beplannings- of verhoorprosesse. Ek behou ook uitdruklik my wetlike reg voor om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

Die uwe,

Martin Cronje
Geaffekteerde Inwoner van Riversdal
Kontakbesonderhede:
Epos : martin.cronje.home@gmail.com
Tel: 084 4065 987

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	__GAVIN ASTON STANBRIDGE_____
Fisieke Woonadres in Riversdal:	___10 HOOF STR, RIVERSDALE_____
Kontaknommer (Telefoon / Sel):	___0636366575_____
E-posadres:	__gastanbridge@gmail.com_____

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)

[X] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)

[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)

[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-

Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die

Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige

residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre

park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

__G A STANBRIDGE_____	__10/08/2026_____
HANDTEKENING VAN BESWAARMAKER	DATUM

Albert Kleynhans

From: MM PA
Sent: Tuesday, 11 August 2026 09:58
To: Albert Kleynhans
Subject: FW: Jurich Park

Goeiedag Albert,

Sien asb die onderstaande vir jou hantering.

Dankie,
Deirdre

From: Mariette van Wyk <mvnwyk@gmail.com>
Sent: Monday, 10 August 2026 19:28
To: Albert de Klerk <mm@hessequa.gov.za>
Subject: Jurich Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hiermee wil ek ook net beswaar aan teken vir die ontwikkeling van Jurich Park.

Baie Dankie
Mariette van Wyk
0845474118

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	Franciscus Fredericus Myburgh
Fisieke Woonadres in Riversdal:	Versfeldstraat 15, Riversdal
Erfnommer (indien bekend):	2234 en 2235
Kontaknommer (Telefoon / Sel):	0828532623
E-posadres:	frans.myburgh@bos.co.za

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[x] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[x] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[x] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[x] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toegankelike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

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Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

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Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Omliggende Inwoner / Kerklid NG Wes Gemeente

As omliggende inwoner is ek bekommerd oor:

- Die toename in verkeer.
- Die swaar afleweringsvoertuie met die gepaardgaande lug- en geraasbesoedeling asook die ongeleë tye wat hierdie voertuie die personeel sal aandoen.
- Die geraasbesoedeling wat deur die verkoeling- en lugversorgingstelsels veroorsaak sal word.
- Die atmosfeer van 'n rustige parkomgewing wat deur 'n besige kommersiële eiendom en gepaardgaande geraas vervang word.
- Die onafwendbare teenwoordigheid van bedelaars en persone van buite Riversdal wat die veiligheidsrisiko verhoog.
- Die afname in die werklike waarde van beide my eiendomme aangrensend tot die ontwikkeling.

Plaaslike Besigheidseienaar

As eienaar van die Astron Energy vulstasie in Hoofweg :

- Die invloed wat hierdie ontwikkeling op die sentrale sakekern sal hê.
- As besigheidseienaar in Riversdal sedert 1988 is ek deeglik bewus van die waarde wat ons plaaslike entrepeneurs tot die dorp lewer. Dit behels nie net werkskepping nie, maar ons is ook die persone wat die skole, sportinstansies, kerke, en die hele gemeenskap help met borgskappe en donasies. Ankerhuurders het nog nooit, en sal ook nooit soveel in die gemeenskap terugploeg as plaaslike sakelui nie. Inteendeel, dit is al oor en oor bewys dat winste direk uit Riversdal vloei na die sentrale hoofkantore van hierdie ankerhuurders.
- Indien die sentrale sakekern agteruitgaan, wat onafwendbaar is indien hierdie ontwikkeling voortgaan, gaan die skole in die dorp ook agteruit. Daar kan net na die omliggende dorpe gekyk word om die effek op skole te sien.

Riversdal is 'n vooruitstrewende dorp in Hessequa. Ek is geensins gekant teen vooruitgang nie, maar wil beslis nie sien dat hierdie ontwikkeling voortgaan op die beplande area nie. Daar moet tog seker ander persele beskikbaar te wees vir so 'n ontwikkeling. Die negatiewe effek wat hierdie ontwikkeling op die dorp, skole, toerisme en besighede gaan hê kan nie gering geskat word nie.

11-08-2026

HANDTEKENING VAN BESWAARMAKER | **DATUM**

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
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1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: LORRIANE PFAFF

Fisieke Woonadres in Riversdal: OSLERSTRAAT 38, RIVERSDAL 6670

Erfnommer (indien bekend): 00003194

Kontaknommer (Telefoon / Sel): 082 456 1088

E-posadres: Lolla161@yahoo.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[x] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
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Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingsteisels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekosteisel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

As inwoner van Riversdal is ek diep bekommerd oor die langtermyngevolge wat hierdie ontwikkeling vir ons dorp en sy inwoners kan inhou. Ek verstaan dat ontwikkeling nodig is en dat 'n dorp moet groei, maar ek glo vas dat groei nie ten koste van die bestaande inwoners, ons

gevestigde besighede, ons rustige woonbuurte en ons beperkte groen ruimtes behoort te wees nie.

My grootste bekommernis is die moontlike styging in eiendomsbelasting. Indien eiendomswaardes rondom die voorgestelde ontwikkeling kunsmatig verhoog word, kan dit beteken dat gewone huiseienaars uiteindelik meer eiendomsbelasting betaal. Dit is veral kommerwekkend vir mense wat reeds onder finansiële druk is, asook pensioenarisse en gesinne wat vir baie jare in Riversdal woon. Ek glo nie inwoners behoort finansieel benadeel te word deur 'n ontwikkeling wat hulle lewenskwaliteit terselfdertyd kan verlaag nie.

Ek is ook baie bekommerd oor die **geraas en algemene oorlas** wat 'n groot winkelsentrum in hierdie gebied kan veroorsaak. Die verhoogde verkeer, afleweringsvragmotors, musiek, kliënteverkeer, ligte en moontlike deurlopende verkoelings- en lugversorgingstelsels kan 'n gebied wat tans relatief rustig is, permanent verander. Vir inwoners wat hul huise juis gekies het omdat dit 'n rustige en gevestigde deel van Riversdal is, is dit 'n baie ernstige oorweging.

Verder is ek bekommerd oor die **invloed op ons bestaande besighede in Middeldorp.** Riversdal is 'n klein gemeenskap en ons plaaslike besighede vorm 'n belangrike deel van die dorp se karakter en ekonomie. Ek vrees dat 'n groot nuwe winkelsentrum koopkrag vanaf die bestaande middedorp kan wegtrek en dit vir kleiner, plaaslike ondernemings al hoe moeiliker kan maak om te oorleef. Ek wil graag hê dat ons moet dink aan die langtermyn-gesondheid van die hele dorp se ekonomie, eerder as slegs die onmiddellike voordeel van 'n nuwe ontwikkeling.

Laastens is ek baie bekommerd oor die **verlies van groen ruimte**. Jurisch Park is nie bloot 'n stuk grond wat tans onbenut lê nie. Dit is deel van Riversdal se karakter, 'n plek waar mense kan stap, kinders kan speel, gesinne kan bymekaarkom en waar inwoners steeds 'n gevoel van oop ruimte en natuur binne die dorp kan ervaar. Groen ruimtes van hierdie grootte kan, sodra dit eers ontwikkel is, nie maklik vervang word nie.

Ek glo daarom dat die besluit oor Jurisch Park nie slegs op die moontlike finansiële of kommersiële voordeel van 'n nuwe winkelsentrum gebaseer behoort te word nie.

Die **lewenskwaliteit van inwoners, die bekostigbaarheid van eiendomsbelasting, die voortbestaan van bestaande plaaslike besighede, die geraas- en verkeersimpak en die behoud van ons groen ruimtes** behoort almal ernstig in ag geneem te word.

Ek versoek die Raad om asseblief verder as die korttermynvoordele te kyk en te vra: **Watter soort Riversdal wil ons vir die volgende geslagte nalaat?**

Ek glo ons kan ontwikkeling ondersteun sonder om dit wat ons dorp uniek, leefbaar en mooi maak, op te offer.

Om hierdie redes ondersteun ek die beswaar teen die voorgestelde verkoop en hersonering van Jurisch Park en versoek ek die Munisipaliteit om die besluit baie deeglik te heroorweeg.

HANDTEKENING VAN BESWAARMAKER

11/08/202

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Corné Ferreira

Fisieke Woonadres in Riversdal: 25 Reitz Str

Kontaknommer (Telefoon / Sel): 0631933685

E-posadres: physio.corne@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

- [X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
- [ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
- [ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
- [X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

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Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Alhoewel ek besef ontwikkeling en vestiging van meer en nuwe besigheid is belangrik in Riversdal, is ek ook bogenoemde redes ten sterkste gekant daarteen dat Erf 2080,

of enige deel van die bestaande Jurisch Park, daarvoor gebruik word. Moontlikhede in die Luisdiepe sake kan van die dorp kan eerder ondersoek word hiervoor.

11/8/26

HANDTEKENING VAN BESWAARMAKER

DATUM

Albert Kleynhans

From: André Louw <kalba[illegible]@gmail.com>
Sent: Thursday, 13 Augus[illegible]026 08:42
To: Albert Kleynhans
Subject: BESWAAR: Verkoop [illegible] Jurischpark (erf 2080)

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Die Munisipale Bestuurder Hessequa

As senior inwoner, afgetrede winkeleienaar en gewese raadslid van Riversdal, wil ek hiermee ten sterkste beswaar maak teen die moontlike verkoop van Jurischpark vir die ontwikkeling van 'n winkelsentrum.
Die park is jare lank sonder meer aanvaar as 'n openbare ruimte wat as sulks deurentyd aangetoon is in die ruimtelike ontwikkelings-raamwerk van die munisipaliteit. Daar was nog nooit enige sprake dat die sappige lappie aarde langs die N2 by die ingang van die dorp deur die stadsvaders as 'n "nie-lewensvatbare" ruimte afgemaak en verkwansel kan word nie.
Die enorme waarde van die park vir kommersiële onwikkeling is plaaslik deeglik besef, maar nietemin deur die jare deur die sakelui gerespekteeer as 'n onaantasbare groen ruimte in belang van die totale gemeenskap.
Die huidige aansoek is 'n opportunistiese poging van gesoute ontwikkelaars wat blykbaar reeds daarin geslaag het om voorlopig die goedkeuring van die vaders te verkry.
Dat die park se waarde met net die insette van twee waardeerders bepaal kan word, is onaanvaarbaar. As die vervreemding van die park deur die munisipaliteit ooit as noodsaaklik beskou sou word, kan verwag word dat vooraf met die inwoners gekonsulteer word, ontwikkelingsvoorstelle wyd ingewin en die eiendom dan per openbare veiling met 'n stewige reserweprys verhandel sou word. Nou tree die munisipaliteit teleurstellend reaktief op die agtervoet op na aanleiding van 'n inisiatief uit Stellenbosch.

Die impak van 'n kompleks in Jurischpark op die sakebedrywighede van die huidige sakekern, sal enorm nadelig wees. Die behoud van die sakekern is allerweë as onverhandelbaar beskou. Ontwikkelaars van huidige ondernemings moes onderling ten duurste eiendom in die middedorp bekom vir uitbreiding. Dit is nie bekend of munisipale eiendom al ooit uit die hand uit vir sake-doeleindes verkoop is nie.

Daar is voorts geen aanduiding dat Riversdal 'n winkelsentrum van omvang nodig het nie. Minstens drie groot kleinhandelaars en 'n landbou-koöperasie is gevestig met talle kleiner ondernemings wat aan die behoeftes van die gemeenskap voldoen. 'n Sentrum gerieflik langs die N2 sal wel besigheid van elders lok, maar tot nadeel van die buurdorpe binne Hessequa wat koopkrag wil behou.

Met elke roering van ontwikkeling, kom die waarheid dat die dorp kwalik voldoende water het, ook weer na vore. Ontwikkelaars het hieroor min te sê.

Dankie vir u kennisname.

IPhone Andre Louw

FORMELE INDIVIDUELE BESWAARSKRIF

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: FRANCOIS VAN DER MERWE HOFMEYR

Fisieke Woonadres in Riversdal: IRISSTRAAT 1, RIVERSDAL 6670

Kontaknommer (Telefoon / Sel): 083 261 6629

E-posadres: fhofmeyr@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[X] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (

)

identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

4

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiele voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiele voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar aflewerings voertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

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4. VERDERE OPMERKINGS

4

HANDTEKENING VAN BESWAARMAKER

DATUM 2026 -08- 11

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Wilmien Bouwer

Fisieke Woonadres in Riversdal: Mulderstraat 5, Riversdal

Erfnommer (indien bekend): Erf 7272

Kontaknommer (Telefoon / Sel): 0324906634

E-posadres: quinbouw@telkomsa.net

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

- [X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
- [X] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
- [X] Plaaslike Riversdal Besigheidselenaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
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Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend bale pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekosteisel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

12-08-2026.

	12-08-2026
HANDTEKENING VAN BESWAARMAKER	DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: RINA KAPP

Fisieke Woonadres in Riversdal: HEIDESTRAAT 17.

Kontaknommer (Telefoon / Sel): 082 921 4411

E-posadres: kappcc@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[✓] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[✓] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

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Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Tek en dersteun al bogenoemde feite.

Behoefte van publiek aan
groen ontspannings areas
Parkfasiliteit met ver meuse
om meer aktief te wees –
Dus – in gesonde gemeenskap

	20 Augustus 2026
HANDTEKENING VAN BESWAARMAKER	DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: WERNER KAPP

Fisieke Woonadres in Riversdal: HEINESTR. 17 RIVERSDAL

Kontaknommer (Telefoon / Sel): 0837013357

E-posadres: kappccc@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekosteisel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkleskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkleskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

in Goedversorgde Park Bevorder Riversdal de aansien mbt motors wat dan die dorp binnegaan. (voorkans van dorp)

20/08/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: CHRISTOPHER THEODOR JURISCH

Fisieke Woonadres in Riversdal: Vorige : "GLAMIS" , VAN RENSBURG STRAAT, RIVERSDALE

Erfnommer (indien bekend): _____

Kontaknommer (Telefoon / Sel): 0826585064

E-posadres: christj@mweb.co.za

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
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Vorige inwoner

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

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Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die

transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

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F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
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Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie**: Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie**: Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS (C T JURISCH)

My thanks to :

South Cape Forum , for it's front page article (Friday 31 July 2026) "Jurischpark toekoms onseker" which brought the issue of the Park's future to a broad readership.

Emsie Martin, author of "Riversdal en sy mense Deel 1" for her invaluable contribution to the Forum article .

Hessequa Municipality ,for details of past and proposed Erf sales in Jurisch Park

Google : for "Jurisch Park, a well known public heritage site and botanical green space at entrance of Riversdale along the N2 highway"

As back ground to decisions over the future of Jurisch Park I offer the following summary of relevant events in the Park's history .

Park History :

1920's On a piece of land that had become a "vullishoop" in the town of Riversdale, TKK Jurisch helps establish a park.

1928 The Town Council names the park Jurisch Park. 1988

1951 Voortrekker Monument constructed.

1955 RMF Jurisch, landsurveyor in Riversdale till his passing in 1960 , son of TKK Jurisch, actively collaborates with the Riversdale Town Council to establish the John Muir Wild Flower Garden inside the park and to preserve the region's succulents and flora.

RMF Jurisch personally donates formal gates for the Park to the council to help beautify the entrance to Riversdale.

(note: these gates once stood on the DR Church side of the park.... but have recently disappeared ....??

1963 Jurisch Park designated a Botanical garden (Government Gazette)

1969 Yellowbilled Billed Duck, African Black Duck, Redbilled Teal and Red Knobbed Coot sighted on Park

Dam (*± 49 years after transformation of the "vullishoop" began)....*

1970 "Discovering Southern Africa" by TV Bulpin, a classic travel guide , is published.

Date? Bowling Green added to Park

2003 Beginning of ideas to develop sections of Jurisch Park ?

2008 (***88 years** after establishment of Park)*, consideration of possible 99 year lease period for development

2011 Hessequa Municipality sells 1,4 ha of *Erf 2080*, Jurisch Park (the 1,4 ha now *Erf 7648*), to **Meiprops Twee en Twintig(Edms) Bpk.**

Sale price : R 640,000

Purpose : development of a residential area – (*note : to date no development...?)* .

2022 *Erf 7648*, sold by **Meiprops Twee en Twintig (Edms) Bpk** ....to **Propcan (Edms) Bpk** .

Sale price : R 2,000,000

2026 (***106 years** after establishment of Park*) Application by **Dorpstraat Convenient Retail Investments (Edms) Bpk** to Hessequa Municipality to buy 3,7 ha of *Erf 2080* (i.e Jurisch Park).

Purpose : development of commercial shopping centre (but dependant on also buying *Erf 2074* next to *Erf 7648*).

The summary above shows sales and proposed sales when Jurisch Park was **88-106 years old.**

In 1970, the year T.V Bulpin's "Discovering Southern Africa" was published, Jurisch Park **50 years old.**

The Park was well established by then and had a dam which attracted water birds, Weavers, Finches.....Sunbirds and Sugar Birds ...and many more Fauna species .

The Jurisch Park would have brought much joy and comfort, not only to the people of Riversdale, but also to travellers on the N2.

The following from T.V Bulpin's book "Discovering Southern Africa"(Chapter 8 -The National Road(N2) to the East -page 160):

"The Riversdale district is well known for its aroma, the rather pungent and curiously antiseptic odour from species of Agathosma which flourishes exceedingly in these parts. It is also a great area for wild flowers and aloes.

In the Van Riebeeck Garden of the Jurisch Park there is a magnificent collection of these local aloes all blooming in May and June, while mesembryanthemums are equally spectacular in Spring.

A skilled gardener, Werner Frehse, has the care of this collection and the spectacle has brought travellers to a halt on the National Road".

My comments and suggestions:

There must be something very special about a "living thing" (Jurisch Park) still in existence after 106 years.

Consider that life expectancy of most South Africans is 65-66 years (according to Google).

Jurisch Park has therefore "outlived" about 1½ generations of South Africans.

Hopes, expectations and aspirations will differ over generations.

I believe Jurisch Park can bridge the hopes, expectations and aspirations of generations well into the future .

This requires dedication, commitment ,application and cooperation by the Town Councillors of Hessequa Municipality and ALL residents of Riversdale, to keep Jurisch Park "alive".

The first step must surely be answering the basic question .... Park or Shopping Centre ?

I trust the people of Riversdale (Town Council and residents) will finally decide on Park NOT Shopping Centre.

Some suggestions :

(1) repair,refill and maintain the dam....

(2) invest in education :
of local school children (e.g a child personally planting and caring for his/her small planting .... regular visits/follow- ups by the child to check progress of his/her planting and help the child decide on remedial action where and when necessary... (the process would also be an investment in future generations).

of tourists/ visitors... establish an Info Centre highlighting Riversdale's flora , fauna and Park history.

...capitalize on tourism (Park entry fees, donations etc.)

(3) appoint permanent person(s)/ team/organization/ to care for the Park gardens throughout the year ....

planting, weedcontrol, mowing , anti-erosion, irrigation, pest and disease control etc.

Give retired people the opportunity to become involved .

(4) start a communal vegetable garden in a clearly defined area of Park ?
Produce could be sold on a weekly/monthly market in the Park (part of income from sales could be allocated to Park maintenance ?).

In closing, the following by poet Dorothy Frances Gurney in 1913... seven years before TKK Jurisch helped transform the "vullishoop"....

"The kiss of the sun for pardon,
The song of the birds for mirth,
One is nearer God's heart in a garden,
Than anywhere else on Earth".

C T Jurisch (grandson of TKK Jurisch)

14 August 2026.

_CT Jurisch
HANDTEKENING VAN BESWAARMAKER

_14 August 2026
DATUM

Albert Kleynhans

From: DANICA VAN RENSBURG <dvanrensburg1068@gmail.com>
Sent: Saturday, 15 August 2026 17:30
To: Albert Kleynhans
Subject: BESWAARSKRIF: JURISCH PARK

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeiedag,

Vind asb. aangehegte Formele Individuele Beswaarskrif rakende die potensiële verkoop en beoogde ontwikkeling van Jurisch Park.

Baie dankie

Groete

Danica van Rensburg

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	_DANICA VAN RENSBURG
Fisieke Woonadres in Riversdal:	38 LANGEZICHT, HEIDESTRAAT, RIVERSDAL, 6670
Kontaknommer (Telefoon / Sel):	0828743034
E-posadres:	dvanrensburg1068@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

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HANDTEKENING VAN BESWAARMAKER

DATUM 2026-08-14

Albert Kleynhans

From: Betsie Van Noordwyk
Sent: Sunday, 16 August 2026 09:01
To: Albert Kleynhans
Subject: Jurisch park inset

Ontvang asb rdl elias se insette

Goeie middag Voorsitter. Oor die item van die Mall. Ek is te vinde met dit want ons area, Hessequa benodig n Mall dit sal werksgeleenthede ook verseker en baie van ons jeug sal werksgeleenthede Kan bereik. Ek stem nie saam met die voorstel van die area waar die Mall moet gebou word. Riversdale het die enigste groen area waar families en jeug kan uitstap op n naweek of middag om hulle gaan geniet. Daarom stel ek voor dat die Jurispark bly soos hy is om ons gemeenskappe nie die veleentheid te ontneem nie. Ek stel voor dat n ander area guidentifiseer word vir die Mall nie op die Jurispark nie.

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This e-mail is subject to an e-mail disclaimer that can be accessed here. Hessequa Municipality complies with the Protection of Personal Information Act, Act 4 of 2013 (POPIA) and has adopted a Privacy Policy to this effect. Data Subjects who submit their information to the municipality's Responsible Parties or Processors confirm that they have read and understand the municipality's Privacy Policy accessible here.

Data Subjects agree that their personal information may be recorded and processed by the municipality when executing its day-today activities. Data Subjects submitting personal information confirm that they are aware of their rights, such as the right to request that their personal information be amended or removed from the municipality's records at any time.

Beswaar – Jurisch Park Riversdal Erf 2080

Hiermee dien ek 'n beswaar in as 'n Riversdal inwoner van ongeveer 45 jaar maar ook as 'n residensiele belastingbetaler, betrokke met sakebelange, 'n werkskepper, asook 'n belegger.

Eerstens wil ek die Hessequa Munisipaliteit bedank vir die publieke deelname proses wat die basis vorm van goeie regeerkunde. Ek weet die Raad volg die volledige en wetlike aansoek proses waarna die volle Raad 'n ingeligte besluit namens die gemeenskap moet neem, as bewaarders van hierdie publieke bate.

Daar kan verskeie paragrawe saamgestel word ten opsigte van munisipale wetgewing, soos bv die interpertasie van die "non-viable" klassifikasie, die bestaande en goedgekeurde SDF raamwerk en so meer, wat van toepassing is op hierdie aansoek maar my beswaar is hoofsaaklik geskoei op die ekonomiese en gemeenskaps gedeelte van hierdie aansoek tesame en die potensiele vervreemding.

Ekonomiese groei en werkskepping moet altyd 'n dryfveer wees vir vooruitgang vir enige Regeringsfeer maar dit moet nooit ten koste wees van bestaande ekonomiese drywers in dieselfde gemeenskap nie. Die balans tussen die beskerming van bestaande werksgeleenthede vs die potensiaal vir nuwes moet baie dieper geag word as wat net normaalweg aanvaar word. Hoekom dobbel met bestaande standvastige werksgeleenthede in die CBD met die hoop om geen te verloor en nuwes te prober skep in 'n ander sake-nodus area. Hier konsep kan tans nie bekostig word nie veral nie in die huidige ekonomiese klimaat nie. Verskeie dorpe in die Weskaap kan as voorbeeld gebruik word oor hoe hul midde-dorp ter gronde gegaan het en vir wat?

Verdermeer moet die sosiale aspek nooit uit die oog verloor word nie. Nie almal is bevoorreg om grasperke en oop areas by hul wonings te hê nie. Die munisipaliteit het 'n verantwoordelikheid om oop areas vir die huidige inwoners en die nageslagte te beskerm. Die Raad moet na die breër gemeenskap se behoud en lewenskwaliteit omsien en daarvolgens 'n besluit neem. Om hierdie bate te vervreem sal geensins wys wees nie.

Met die bogenoemde gesê, is verantwoordelike ontwikkeling in my opinie altyd welkom maar die wenner moet Riversdal wees en niks of niemand anders nie.

Die dorp se "Trein-Plein" is meer as geskik vir 'n multi vloer ontwikkeling wat "retail" maar ook residensiele eenhede tesame met broodnodige ondergrondse parkering kan insluit.

So word meer as een aspek van Riversdal se uitdagings aangespreek en die volle CBD van Riversdal sal kan baat.

Daarna allokeer 2 van die 4 vredesbeamptes wat tans daagliks saam beweeg in die midde dorp na Jurisch Park asook 'n meer gereelde skoonmaak program uit bestaande

personeel vir die Park. Dit los weer ander probleme op en skep 'n veilige omgewing veral vir kinders en senior burgers om Jurish Park te geniet. Geen ekstra kostes vir die Raad, net beter beplanning.

Verdermeer hunker die afgetrede gemeenskap om sonder vergoeding te help waar nodig en sal in my opinie help om die korrekte plante groei te hervestig en om versorging advies te lewer.

Ek glo en vertrou die Raad sal Erf 2080 geensins vervreemd, direk of per openbare veiling nie en sal die sorg en liefde aan die dag lê en die bestaande gemeenskap van Riversdal eerste stel.

Ek dank u vir die oorweging,

Andrew Stroebel
(Beskou as elektronies onderteken)
16 Augustus 2026

Albert Kleynhans

From: Janet Naude <eduanj57@gmail.com>
Sent: Sunday, 16 August 2026 19:45
To: MM PA; Objections; Albert Kleynhans; Shagon Carelse; Lelanie Steyn; Kay-Ann Page
Cc: 'Rhett Smart'; Danie.Swanepoel@westerncape.gov.za; 'BotSoc Info'; odette@overbergrenosterveld.org.za; W.Voigt@sanbi.org.za; I.Ebrahim@sanbi.org.za
Subject: Jurisch Park Riversdale
Attachments: DSC_0002.JPG

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Still Bay

6674

16

August 2026
Albertus Stephanus Abraham de Klerk
Municipal Manager
Hessequa Municipality
P.O. Box 29
Riversdale 6670

Sale of Jurisch Park ~37,200m²/3.72ha Rem.Erf 2080, Riversdale

That Hessequa Municipality (HM) intends to sell off Jurisch Park to Dorpsstraat Convenient Retail Investments for a shopping centre (*Suid-Kaap FORUM* ad of 17 July 2026) should be responded to with utter outrage. This is Public Land which was converted from a municipal rubbish dump into a famous Botanical Garden until HM neglected its duty to take care of it – see attached *Cape Times* newspaper cutting of June 1973.

Once more we are reminded how little HM respects the hard work of its Ratepayers and residents who leave a legacy for Hessequa towns and future generations. Instead blindly following the commercial path and unable to appreciate the true worth of Riversdale's last green area.

Jurisch Park was declared a Botanical Garden in 1963 and Kirstenbosch sponsored its Conservation. In the 70s I remember buying fragrant bunches of Stocks to put on my grandfather's grave across the N2 – this graveyard, once "die mooiste in die land" (*SKF* 3 July 1998), is now also a neglected disgrace.

Werner Frehse's daughter, Karin who has inherited her father's Ecological intelligence, writes in her book *When an African marries a Russian* (p.32) that tour buses stopped there and that the park is noted by travel writer, T.V. Bulpin: "...Riversdale... a great area for wild flowers and aloes... there is a magnificent collection of these local aloes all blooming in May and June, while mesembryanthemums are equally spectacular in spring. A skilled gardener, Werner Frehse, has the care of this collection and the spectacle has brought many travellers to a halt on the National Road" (*Discovering Southern Africa*, p.160). She recalls in an email of 3 August 2026 that it had "beautiful rockeries planted with unusual flowering plants a la Karoo National Park near Worcester, and planted with unusual Ericas of Riversdale". Dr Douglas Hey, ex Director of Nature Conservation considered it one of the Cape's most beautiful gardens.

I suspect Jurisch Park is a piece of the **Endangered** Eastern Ruens Shale Renosterveld which Dr Odette Curtis-Scott of the Overberg Renosterveld Trust called the 36.5ha Renosterveld around the Riversdale airstrip, earmarked for an aviation estate (email of May 2026). This may well account for Riversdale's wonderfully fertile soil for gardening and why Dr Tol Pienaar collected so many interesting plants on what was then the Riversdale Commonage, now a taxi rank, for the Hessequa Herbarium which is part of the National Herbarium. The fertility of this vegetation type is the

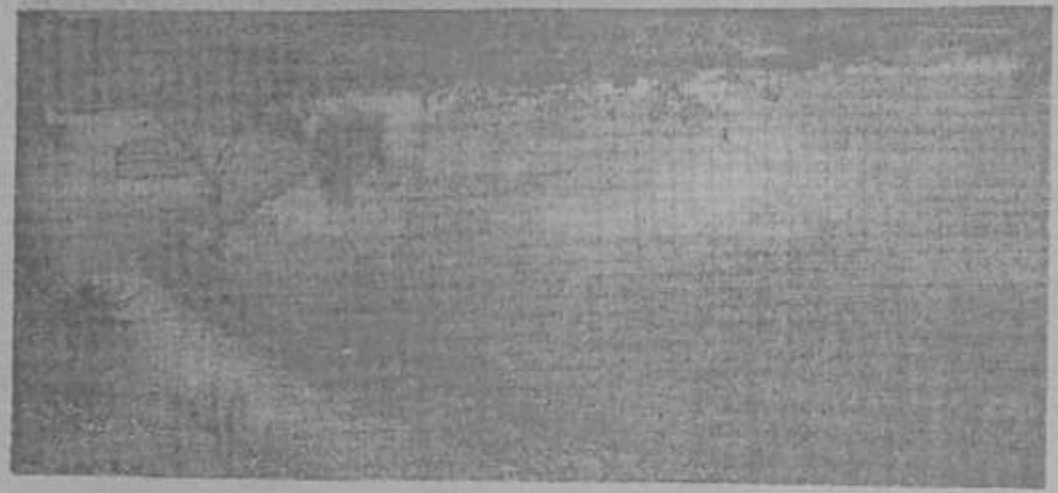
reason why so much of it has been ploughed up and the well-know aroma of the endemic *Agathosma* ("Buchu") which Bulpin also refers to, is no longer smelt.

Instead of snuffing out life-sustaining Mother Earth with another cement shopping centre, please create a more sustainable Employment Opportunity by returning Jurisch Park to its former glory. As there's a Critical Biodiversity Area over a significant portion of Rem.Erf 2080, HM is urged to re-purchase Erwe 7648 and 2074 to regain its environmental viability.
What happened to "a town market in Jurisch Park" (*SKF* 4 November 2022)?

Witnessing this continual and total disregard for the Public Voice and Natural Assets confirms who to boot out in the forthcoming November municipal elections. May the visionary work of Councillor T.K.K. Jurisch (from September 1926-1940) and Werner Frehse, Superintendent of Works and Curator of Parks (1950-1973) not have been in vain.

Please acknowledge receipt of this objection and keep me posted about HM's decision.

Regards
Dr Janet Naudé
HM Ratepayer & Enviro activist
cc. CapeNature, DEA&DP, SANBI, BotSoc, CREW, The Overberg Renosterveld Trust and other I&APs.



HIER is die Intiechpark op Riversdal wat pas tot botaniese tuin verklaar is, en aan Werner Frehse, wat die park sy troetelkind gemaak het. Die park is sowat vier morge groot en op die dam is verskeie soorte wilde watervoëls. Vroeër was die terrein 'n ongelike vuilshoop. Buiten aan Frehse het aan Kobus van Wyk, hoer van die distrik, 'n groot bydrae gelewer tot die ontwikkeling van die park deur die dam met sy vie gereedskap uit te grawe sonder om iets daarvoor te vra.

Worked hard in interests of Riversdale

Cape Times Correspondent

RIVERSDALE. — The town has been struck a cruel blow by the death of the Superintendent of Works and Curator of Parks, Mr. W. B. Frehse, who died yesterday in a Cape Town hospital.

Werner Frehse arrived in Riversdale from Germany with his wife, son and daughter about 25 years ago, and was appointed as Superintendent of Works. A second son was born here.

It is not only for the laying out of streets and pavements, other improvements, or the hundreds of trees that shade and beautify the town, that he will be remembered.

He also laid out the district, initiated and improved the caravan park, turned the refuse dump into one of the loveliest parks along the Garden Route and schemed for and built the nature reserve.

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	Winnie Cronje
Fisieke Woonadres in Riversdal:	Erf 57 Sonskynpad Riversdal Nedersetting, Riversdal
Kontaknommer (Telefoon / Sel):	0823245548
E-posadres:	Winniecronje12@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekosteisel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingsteisels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Ek, Winnie Cronje, is baie ongelukkig oor die ontwikkeling by die Jurisch Park. Ek is 'n trotse inwoner van ons pragtige dorp, met die park by die ingang. Vriende wat op die N2 verby ry, het al vir my gesê, die park by die ingang lyk mooi.

My ouers, Kobus en Bubbles van Wyk, was groot rolbal spelers en ek het baie Saterdag middae in die park gespeel terwyl hulle rolbal speel. Hulle klub het groter geword toe het my pa die tweede baan gebou, met groot liefde. Dit sal hartseer wees as dit als tot niet gemaak word en dit vir ontwikkeling, wat ons dorp se karakter heeltemal gaan verander.

17/8/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

Albert Kleynhans

From: Francois Hofmeyr <fhofmeyr@gmail.com>
Sent: Saturday, 15 August 2026 14:17
To: Albert Kleynhans
Subject: Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Beste Albert

Ek het op12 Agustus 2026 n getekende standaard beswaarskrif teen die beoogde verkoop en ontwikkeling van Jurisch Park aan jou gestuur.Ek het nie enige byvoegings daarop aangebring nie, maar wil dit baie duidelik stel dat ek my vereenselwig met elke bepaling daarvan en dat my beswaar as ń individuele beswaar hanteer moet word.

Alhoewel ek absolute begrip daarvoor het dat die park vir ń groot gedeelte van ons dorp se bevolking ń skandvlek en verdelende simbool mag wees,sal dit wonderlik wees as ons juis hierdie park ,deur sy rehabilitasie en herlewing,ń samebindende faktor kan maak vir almal om te geniet en om die trots en juweel van ons dorp te wees.

Jurisch Park mag nie verkoop word nie!Die dwaasheid vir so ń daad sal ondraaglik wees.

Groete.

Francois Hofmeyr

Raadslid Betsie van Noordwyk se kommentaar en teenkanting teen die moontlike verkoop van Jurischpark vir die voorgestelde winkelsentrumontwikkeling

---

'n Persoonlike, verantwoordelike standpunt oor ontwikkeling, die ligging en Riversdal se toekoms

1. Waarom ek hierdie standpunt moet inneem

Dit is my werk as verkose verteenwoordiger van Wyk 7 om nie bloot stil te bly of net saam te stem omdat 'n ontwikkeling op papier aantreklik klink nie. Ek moet die aansoek deeglik oorweeg, die moontlike gevolge vir Riversdal se mense en besighede raaksien en 'n sinvolle, betekenisvolle opinie lewer wat die langtermynbelang van ons dorp vooropstel.

Ek skryf hierdie kommentaar nie omdat ek teen ontwikkeling of teen 'n winkelsentrum is nie. Riversdal moet groei. Ons het nuwe belegging, werksgeleenthede en beter keuses vir inwoners nodig. Ek ondersteun ontwikkeling wat die hele dorp sterker maak. My teenkanting is teen die verkoop van Jurischpark vir hierdie spesifieke ontwikkeling op hierdie spesifieke ligging, omdat ek glo die waarskynlike nadele vir Riversdal se bestaande sakekern, plaaslike ondernemings, openbare ruimte en langtermynkarakter swaarder weeg as die voordele wat tans voorgehou word.

Hierdie besluit gaan nie net oor 'n nuwe gebou nie. Dit gaan oor waar ons mense se voete, tyd en geld vir die volgende twintig, dertig of selfs vyftig jaar gaan beweeg. Wanneer openbare grond eers verkoop en kommersieel ontwikkel is, kan die besluit nie maklik omgekeer word nie. Daarom moet ons nou versigtig wees, eerder as om later jammer te wees.

> **My standpunt in een sin**
> Ek is nie teen 'n winkelsentrum vir Riversdal nie; ek is teen die verkoop van Jurischpark vir 'n winkelsentrum wat besoekers en koopkrag aan die rand van die dorp kan vasvang en die hart van Riversdal kan verswak.

2. Die ligging is die kern van my beswaar

Die terrein se sigbaarheid naby die N2 word as een van die groot voordele aangebied. Dit is juis ook die grootste gevaar. 'n Padgebruiker wat op 'n lang reis is, stop in die praktyk dikwels net een keer vir brandstof, kos, koffie, toilette of inkopies voordat die reis voortgaan. Indien daardie stop reeds by 'n groot handelsontwikkeling aan die ingang van Riversdal plaasvind, is daar min rede vir die reisiger om verder die dorp binne te ry.

Dit beteken die ontwikkeling kan nie net die bestaande sakekern benadeel nie, maar ook die ander ondernemings langs die roete en nader aan die dorp: vulstasies, padstalle, koffiewinkels, eetplekke, gastehuise, kleinhandelaars en diensondernemings wat tans voordeel trek wanneer mense Riversdal binnekom. Ons moet eerlik vra of die nuwe sentrum werklik nuwe besoekers skep, of bloot die bestaande stroom mense onderskep voordat hulle die res van Riversdal bereik.

Vir my is ware ontwikkeling iets wat mense na die dorp toe trek en die bestaande dorp laat leef. Dit is nie ware groei wanneer een nuwe nodus floreer terwyl die middedorp en bestaande ondernemings stiller, swakker en

leër word nie. Dan het ons nie die koek groter gemaak nie; ons het bloot dieselfde koek in kleiner stukke verdeel.

3. Riversdal se plaaslike besigheidskultuur is kosbaar

Riversdal het iets wat nie maklik op 'n balansstaat gemeet kan word nie: 'n gesonde kultuur van plaaslike besighede en plaaslike eienaars wat deel van die gemeenskap is. Hierdie mense ken hul klante, neem plaaslike jongmense in diens, koop by ander plaaslike ondernemings en ploeg gereeld terug in skole, kerke, sportklubs, welsynsprojekte, gemeenskapsgeleenthede en mense in nood.

Wanneer plaaslike ondernemings geld verdien, bly 'n groter deel daarvan in ons dorp se ekonomie sirkuleer. 'n Groot nasionale maatskappy of eiendomsgroep kan werk en dienste bring, maar sy wins, besluite en borgskappe word dikwels buite Riversdal bestuur. Dit beteken nie sulke ondernemings is sleg nie; dit beteken net dat hulle nie noodwendig dieselfde persoonlike verbintenis en verantwoordelikheid teenoor ons gemeenskap dra as die mense wat hier woon, hul kinders hier grootmaak en elke dag saam met ons die dorp deel nie.

Ons moet dus nie net vra hoeveel winkels in die nuwe sentrum sal wees nie. Ons moet vra hoeveel bestaande plaaslike ondernemings onder druk sal kom, hoeveel geld uit die dorp sal vloei en wat die gemeenskap verloor wanneer 'n plaaslike winkel, restaurant of diensonderneming sy deure moet sluit.

4. Jurischpark is meer as net grond wat vir ontwikkeling beskikbaar is

Jurischpark is nie vandag presies wat dit jare gelede was nie. Daar is uitdagings soos rommel, onwettige storting, drankgebruik, veiligheidskwessies, digte plantegroei en mense wat soms daar slaap. Ek ontken nie hierdie uitdagings nie. Maar die bestaan van uitdagings is nie vir my 'n genoegsame rede om openbare grond permanent te verkoop nie.

Ons moet versigtig wees vir die gedagte dat die enigste manier om 'n park skoon en veilig te hou, is om dit kommersieel te ontwikkel. Met liefde vir die plek, doelgerigte beplanning, gereelde instandhouding, toepaslike beheer, ligte, sigbare patrollies, verantwoordelike snoei, wandelpaaie, speelruimte en georganiseerde gemeenskapsgebruik kan die park veilig en bruikbaar bly sonder dat die gemeenskap sy oop ruimte verloor.

Ons sal Jurischpark waarskynlik nooit presies soos "doerie jare" terugkry nie. Maar dit bly een van die min groot oop ruimtes wat aan die breër gemeenskap behoort. 'n Winkelsentrum, hoe mooi dit ook ontwerp word, is nie dieselfde as 'n openbare plek waar 'n gesin gratis kan sit, kinders kan speel, ouer mense kan rus en mense asem kan haal sonder dat hulle iets hoef te koop nie.

> **'n Belangrike beginsel**
> Ons moet nie openbare grond verkoop bloot omdat daar uitdagings is nie. Die eerste vraag behoort te wees hoe ons die terrein kan beskerm, verbeter en tot voordeel van die gemeenskap kan gebruik — nie hoe vinnig ons dit kan vervreem nie.

5. Ervarings uit ander dorpe behoort ons te waarsku

Elke dorp se omstandighede verskil, maar handelsnodusse aan die buitewyke kan mense se beweging verander. Robertson en Worcester is waarskuwende voorbeelde waar die tradisionele kern onder druk gekom het. Dit is die risiko wat ek vir Riversdal wil voorkom.

Swellendam is vir my 'n voorbeeld dat meer as een handelsontwikkeling kan werk wanneer die liggings steeds nou met die bestaande dorp verbind is. Die beginsel is eenvoudig: ligging bepaal of ontwikkeling die dorp ondersteun of koopkrag daarvan wegtrek.

Daarom ondersteun ek eerder die ondersoek na 'n winkelsentrum of gemengde ontwikkeling binne Riversdal, waar dit nuwe voete na die middedorp kan trek, bestaande besighede kan aanvul en reeds ontwikkelde grond beter kan benut.

6. Die moontlike voordele wat ek wel erken

Om verantwoordelik kommentaar te lewer, moet ek ook erken wat goed kan wees. Ek wil nie die voordele wegpraat nie; ek glo net dat dieselfde voordele op 'n beter ligging en met minder skade bereik kan word.

- Bouwerk kan tydelike werk vir plaaslike kontrakteurs, ambagslui, masjienoperateurs, bestuurders en algemene werkers skep.
- Nuwe winkels en dienste kan inwoners se behoefte om na groter dorpe te reis, verminder.
- Skoon toilette, veilige parkering, eetplekke en laaipunte kan reisigers 'n gerieflike stopplek gee.
- Die munisipaliteit kan moontlik meer eiendomsbelasting en diensinkomste ontvang.
- 'n Goed ontwerpte ontwikkeling kan die terrein 'n meer gestruktureerde kommersiële voorkoms gee.
- Plaaslike produsente en entrepreneurs kan moontlik plek kry om hul produkte te verkoop.

Hierdie voordele is egter nie uniek aan Jurischpark nie. Hulle kan ook bereik word deur 'n ontwikkeling binne die dorp,waar die nuwe belegging die bestaande sakekern versterk in plaas daarvan om daarmee mee te ding.

7. Waarom ek die verkoop en huidige ligging nie kan ondersteun nie

7.1 Dit kan koopkrag verskuif eerder as om die ekonomie te laat groei

Die grootste ekonomiese gevaar is dat ons "groei" belowe word, maar uiteindelik net bestaande klante, winkels en werk van een deel van Riversdal na 'n ander skuif. Wanneer 'n ankerwinkel of bekende ketting uit die middedorp trek, verloor die omliggende apteek, salon, koffiewinkel, bank, restaurant en kleinhandelaar ook die toevallige voete wat daardie winkel gebring het.

Ons kan dan met twee handelsgebiede sit wat albei swakker is as wat een sterk, lewendige kern sou wees. Dit is nie vooruitgang wanneer ons die hart van die dorp uithol om die ingang van die dorp nuut te laat lyk nie.

7.2 Die een-stop-effek kan die hele bestaande handelsroete benadeel

Die ontwikkeling se nabyheid aan die N2 kan reisigers se geld vang voordat dit verder deur Riversdal beweeg. Die skade sal dus nie net in die middedorp gevoel word nie, maar ook by ondernemings wat reeds op reisigers staatmaak. 'n Mens moet die volle ketting oorweeg: waar mense tans brandstof ingooi, koffie drink, eet, oornag, inkopies doen en plaaslike produkte koop.

7.3 Plaaslike besighede se waarde is groter as hul omset

'n Plaaslike onderneming is nie net 'n winkel nie. Dit is dikwels die borg van 'n skoolspan, die persoon wat 'n kerkbasaar help, die werkgewer wat 'n jongmens 'n eerste kans gee en die buurman wat weet wanneer 'n gesin swaarkry. Wanneer so 'n onderneming sluit, verloor die dorp veel meer as net 'n kasregister.

7.4 Die verlies van openbare grond is permanent

Die verkoop van Jurischpark is 'n onomkeerbare besluit. 'n Belofte van werk of 'n mooi ontwerp kan later verander, huurders kan kom en gaan en 'n ontwikkelaar kan die eiendom verkoop. Die grond bly egter weg uit openbare hande. Ons moet dus nie 'n permanente bate verruil vir voordele wat moontlik tydelik of onseker is nie.

7.5 Die park se uitdagings kan aangespreek word

Onwettige storting, digte plantegroei, drankgebruik en veiligheidskwessies moet ernstig aangespreek word. Ons behoort 'n doelgerigte verbeteringsplan te volg: gereelde skoonmaak, goeie beligting, selektiewe oopmaak van siglyne, patrollies, duidelike reëls, gemeenskapsvennootskappe, sport- en gesinsaktiwiteite, 'n speelarea en verantwoordelike kleinskaalse verkopers. Ons hoef nie te kies tussen 'n park met uitdagings en 'n winkelsentrum nie.

7.6 Riversdal se ingang en karakter moet beskerm word

Riversdal se bekoring lê nie daarin dat ons soos elke ander dorp moet lyk nie. Die natuurlike ingang, oop ruimte, bome en landskap dra tot die dorp se karakter by. 'n Groot kommersiële ontwikkeling met teer, parkeerareas, afleweringsones en groot naamborde kan daardie karakter permanent verander. 'n Ontwerp kan mooi gemaak word, maar die skaal en ligging bly belangrik.

8. 'n Beter rigting vir ontwikkeling

Ek ondersteun die beginsel van 'n nuwe winkelsentrum of gemengde handelsontwikkeling vir Riversdal, maar ek glo ons moet eers ernstig kyk na liggings binne die bestaande dorp. So 'n Ontwikkeling kan:

- nuwe voete na die middedorp trek eerder as om hulle aan die rand vas te vang;
- bestaande winkels, restaurante en dienste aanvul;
- onderbenutte of reeds ontwikkelde grond heraktiveer;
- beter aansluit by bestaande strate, woongebiede en openbare vervoer;
- die dorp se ekonomiese hart versterk en nie 'n tweede, mededingende hart skep nie;
- reisigers aanmoedig om werklik Riversdal binne te kom en die dorp te ervaar.

Die doel moet wees om ontwikkeling in Riversdal te bring, nie net langs Riversdal nie.

9. Wat ek eerder vir Jurischpark sou wou sien

Ek glo Jurischpark kan met 'n realistiese, gefaseerde plan as 'n veilige en bruikbare gemeenskapsruimte uitgebou word. Dit hoef nie terug te keer na presies wat dit dekades gelede was nie. Dit kan steeds 'n plek wees waarop Riversdal trots is.

- 'n Duidelike instandhoudings- en gebruiksplan met verantwoordelikheid, begroting en gereelde verslagdoening.
- Beter beligting en gereelde sigbare patrollies.
- Gereelde skoonmaak en streng optrede teen onwettige storting en vandalisme.
- Veilige wandelpaaie, sitplekke, skadu en 'n toeganklike speelarea.
- Beskerming en herstel van waterlope en natuurlike stormwaterfunksies.
- Geleenthede vir markdae, plaaslike produkte, klein geleenthede, gesinsaktiwiteite en gemeenskapsprojekte.
- Vennootskappe met plaaslike besighede, skole, kerke, sportklubs en gemeenskapsorganisasies.
- Maatskaplike ondersteuning en toepaslike verwysings vir kwesbare mense, saam met ferm optrede teen onwettige gedrag.

My finale standpunt

Na oorweging van die moontlike voordele en die langtermynrisiko's kan ek nie die verkoop van Jurischpark vir die voorgestelde winkelsentrumontwikkeling op hierdie ligging ondersteun nie.

My standpunt is nie 'n "nee" vir ontwikkeling nie. Dit is 'n "ja" vir ontwikkeling op die regte plek, op 'n manier wat die hele Riversdal versterk. Ek ondersteun die verdere ondersoek na 'n winkelsentrum of gemengde ontwikkeling binne die dorp —waar dit nuwe voete na die bestaande sakekern kan bring en plaaslike besighede kan aanvul.

Ek glo Jurischpark behoort in openbare hande te bly en deur 'n doelgerigte plan vir veiligheid, instandhouding en gemeenskapsgebruik beskerm en verbeter te word. Ons moet nie een van die min oop ruimtes van die groter gemeenskap permanent prysgee omdat daar uitdagings is nie. Hierdie uitdagings behoort aangespreek te word sonder dat verkoop as die enigste oplossing beskou word.

My slotgedagte

Riversdal se hart moet nie uitgehol word om sy ingang te versier nie. Ontwikkeling moet mense die dorp binnebring, plaaslike besighede versterk, gemeenskapsgeld plaaslik laat sirkuleer en iets vir die volgende geslag bewaar. Daarom staan ek teen die verkoop van Jurischpark vir hierdie ontwikkeling, maar ten gunste van verantwoordelike ontwikkeling binne Riversdal.

Albert Kleynhans

From: Augusta Louise Malherbe <louise.malherbe@outlook.com>
Sent: Monday, 17 August 2026 16:01
To: Albert Kleynhans
Subject: Beswaar teen voorgenome ontwikkeling van Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Die Munisipale Bestuurder, hessequa Munisipaliteit,

Hiermee wil ek, Augusta Louise Malherbe, eienaar van die Ou Tronk op Riversdal, erf no. 3053, ten sterkste die voorgenome ontwikkeling in Jurisch Park, teenstaan.

Ek was die afgelope 50 jaar in verskeie besighede in Riversdal betrokke. Een van ons grootste probleme in die sentrale besigheids area, is om kliënte van die N2 af, die dorp in te bring.

In 2009 het ek die Ou Tronk geopen as Plaasmark en Voffee Shop. Nadat ek baie aan advertensiekostes bestee het, het ek heelwat nuwe besoekers en buitelandse toeriste, die dorp ingetrek.

As hierdie ontwikkeling voort gaan, kan ons in die middedorp vergeet daarvan om n inkomste vanaf die N2 te verkry. Dit kan erge gevolge in die vorm van werkloosheid en armoede tot gevolg hê.

Behalwe die finansiële impak wat die ontwikkeling gaan hê, is die ligging, direk langs die N2 en by die hoofingang van die dorp, totaal ongewens. Voetgangers en skoolkinders van Kwanakatula moet daagliks sukkel om oor die N2 te kom. Indien daar n besigheidskompleks opgerig word, gaan die veiligheidsrisiko van hulle net groter word.

Daar is grond beskikbaar en te koop in die dorp se sakekern vir ontwikkeling. Daarom is dit ongewens om hierdie, eens die trots van elke Riversdaller, te vervreem en dit nie te herstel tot sy eertydse glorie nie.

Dit is gesoneer as n natuurtuin, laat dit so bly.

Baie dankie.
Louise Malherbe
0847777276

Albert Kleynhans

From: Petronella Adendorff <adendorff.ronel51@gmail.com>
Sent: Monday, 17 August 2026 18:58
To: Albert Kleynhans
Subject: VERKOOP VAN JURISIKPARK : RIVERSDAL

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Ek wens vertoë te rig van die verkope van die Jurisikpark by die in gang van Riversdal.

My oorlede oupa Hennie Siecker was vir baie jare n inwoner van Riversdal. Ons het vakansietye in die parkie gaan speel wat vir ons as kinders n fees was. Die swaaie en sandput was tog so kinderlik lekker.

Ek dink, om die park te verkoop en te ontwikkel in n besigheid sentrum, is onaanvaarbaar.

Ek dink ons het genoeg kettingwinkels in die dorp wat aan almal se behoeftes voorsien.

N ander punt is bedelaars. By die besighede langs die N2 is reeds n klomp bedelaars in die aand. Dan is die dorp ook oortrek met baie bedelaars. Nou is my vraag, moet daar nog ontwikkeling wees waar bedelaars hul kan vestig? Watter indruk gaan dit vir ons mooi dorp wees?

Ons het 2 kwekerye en bekwane landskap ontwikkelaars, wat ek seker is sal help om die park terug te bring na sy goeie reg. Die tuinbouklub het ook baie bekwame dames en mans wat sal help om die tuine in die park mooi te maak.

Dit is maar my beskeie meening ten opsigte van die ontwikkeling.
Ons het so n pragtige dorp en omgewing, hoekom dit ontsier met n winkelsentrum.

Voorspoed met hierdie groot besluit wat u moet neem en ek hoop daar sal nog meer skrywes ingedien word om die park te behou.

Groetnis
Die uwe
Ronel Adendorff

VERVREEMDING VA N JURISCH PARK. 17/08/2026

DIT WAS MET GROOT SKOK EN VERONTWAARDEGING DAT EK VERNEEM HET VAN U VOORNEME OM BG TE VERKOOP.

DIE PARK IS VAN JAAR PRESIES 100 JR OUD EN BESTAAN REEDS VIR JARE VOORDAT DIT IN 1926 VERNOEM IS NA MNR JURISCH.

DIE PARK IS VERSEKER N SAGTE VISUELE ONTVANGS VIR TOERISTE BY DIE INGANG V D DORP.

DIT IS OOK N OPENBARE RUIMTE WAT ONGELUKKIG NIE IN STAND GEHOU IS NIE.DAAR IS PRAGTIGE BOME EN STRUIKE EN GRASPERKE.VROEER DAE WAS DAAR EENDE OP DIE DAM,MAK POUE EN INHEEMSE BOKKIES IN AFGEKAMPTE AREAS.OOK N KWEKERY!

WERELDWYD WORD OPENBARE GROEN AREAS GERESPEKTEER EN BEHOU EN NIE BESKIKBAAR GESTEL VIR GEBOUE NIE.GESKIEDENIS EN BEWARING WORD GERESPEKTEER.

IN STIBAAI WORD 'DIE BRAK' TUIN PRAGTIG BEWAAR EN INSTAND GEHOU,ASOOK DIE

TREIN OP ONS PLEIN.WAAROM WORD GEEN INSTANDHOUDING IN JURISCH PARK GEDOEN NIE?

DAAR SAL BESLIS OOK VERKEERSPROBLEME WEES BY DIE DORPS INGANG.HET SANRAL / PROVINSIE REEDS TOESTEMMING GEGEE VIR N INGANG?

EK HERNNER MY DAT TYDENS SWAAR REEN DAAR VLOEDE WAS IN DIE PARK.

IS 'HERITGE' REEDS INGELIG EN VERSOEK OM KOMMENTAAR TE LEWER OOR DIE PARK SE VERKOPE?

VOLGENS DIE'SPACIAL DEVERLOPMENT FRAMEWORK' WAT DEUR HESSEQUA OPGESTEL EN AANVAAR IS,WORD DAAR NIE VOORSIENING GEMAAK VIR DIE PARK OM VERKOOP TE WORD NIE.DAAR IS WEL N AREA IN DIE BLOEKOMBOS OORKANT DIE N2 VOORSIENING GEMAAK DAAR VOOR.HOEKOM EERBIEDIG U DIT NIE?

DAAR SAL WEL WERKSGELEENTHEDE WEES TYDENS OPRIGTING,VERDERE WERKSGELEENTHEDE DAARNA SAL WEES VANAF BESTAANDE BESIGHEDE IN DIE SAKE KERN WAT VERSEKER NEGATIEF GERAAK SAL WORD.

MY BELEEFDE DOG ERNSTIGE VERSOEK IS: BEHOU DIE PARK EN HOU DIT IN STAND SOOS TEVORE EN RESPEKTEER DIE GESKIEDENIS EN ONS NALATENSKAP.

BAIE DANKIE,

W.C. van Wyk

W.C.V. WYK

[illegible]

Sel no 0834130352

FORMELE INDIVIDUELE BESWAARSKRIF

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit

PER E-POS: albert@hessequa.gov.za

19 Augustus 2026

KENNISGEWING VERWYSING: Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (EDMS) Bpk.

BESWAARMAKER: Inwoner van Riversdal (Erf 7733), Marais straat 8C, Riversdal

NAAM EN VAN: Martha Margaretha Coetzee

E-POSADRES: marnivandyk1@gmail.com

Hiermee maak ek, die ondergetekende beswaar teen **die voorneme om 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail investments (EDMS) Bpk.** (of enige ander moontlike koper) **te verkoop.**

KOMMENTAAR:

Bovermelde eiendom is 'n **historiese openbare park, mét 'n Voortrekker Monument en is die doel om kulturele erfenis en geskiedenis te bewaar vir die nageslag.** Ek verwys graag na Emily Edith Martin se boek, "Riversdal en sy mense 1838 -2008, volume 1, bl 255, deur Emily Edith Martin

- "Jurisch Park is in 1963 as natuurtuin geproklameer."
- Die Direkteur van natuurbewaring dr. Douglas Hey het gesê: "Hierdie klein tuintjie van Riversdal is een van die mooistes in Kaapland".
- In 'n brief in die *South Western Echo* September 16, 1955 word die volgende geskryf: "Our main object was and still is, to beautify the entrance to Riversdale".
-

Mnr. Grant Riddles doen 'n beroep op die gemeenskap, in Hessequa se nuusbrief ("From the desk of the Mayor", Issue 08/09 of 2026), om die "omgewing te beskerm, want dit is ons plig om dit te te **bewaar** vir toekomstige geslagte."

Oorweging van bovermelde aansoek en vervreemding van 'n park is **teenstrydig met hierdie woorde.**

Ek maak egter geen beswaar teen ontwikkeling nie, maar nie ten koste van Jurisch Park met kulturele erfenis en waarde nie.

Ek versoek dus die Raad vriendelik om **alternatiewe** moontlikhede te ondersoek.

BESWAAR TEEN DIE BESLUIT WAT DEUR DIE RAAD GENEEM IS:

Die gemeenskap het geen deelname daarin gehad nie en die vervreemding van 'n openbare park is nié in belang van Riversdal en sy mense nie

.

JURISCH PARK HET WAARDE: Kultureel, histories, gemeenskapswaarde, estetiese waarde met groenruimtes, dit bied ontspanningsvoordele, veral vir opvoedkunde doeleindes vir kinders, leer kinders die waarde van erfenis, beskerm gedenktekens en historiese bome, omgewingswaarde (vernaam agv die ligging) ens.

Ek doen 'n dringende beroep op Hessequa Munisipaliteit se raad om hierdie beswaarskrif in ag te neem met enige verdere besluite mbt bovermelde aangeleentheid, om sodoende hierdie erfenis, Jurisch Park, te bewaar vir Riversdal se mense en hul nageslag.

..... 20-8-2026

MARTHA MARGARETHA COETZEE DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	_Marius Scholtz
Fisieke Woonadres in Riversdal:	_9 Oosthuizen straat Riversdal
Erfnommer (indien bekend):	
Kontaknommer (Telefoon / Sel):	_0829764946
E-posadres:	_marius@intellect.co.za

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[X] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskele omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasilitelte na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

____18 Augustus 2026_____
DATUM

_____
HANDTEKENING VAN BESWAARMAKER

BESWAARSKRIF:

DIE VERKOOP VAN 'N GEDEELTE (ONGEVEER 37 170 VK.M) VAN ERF 2080, RIVERSDAL AAN DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (EDMS) BPK

AAN: Die Munisipale Bestuurder
Hessequa Munisipaliteit
albert@hessequa.gov.za

19 Augustus 2026

VERWYSING: Hessequa Munisipaliteit, "Public Notice" – 17 Julie 2026-08-13

BESWAARMAKER: Martina Adriana van Dyk (Riversdal inwoner)

ADRES: Le Roux straat 1 A, Riversdal, 6670, (E-pos adres: marnivandyk1@gmail.com)

BESWARE:

Hiermee teken ek beswaar aan teen die volgende:

1. Die **oorweging** van die aansoek
2. Die **hersonering** en **verkoop** van die eiendom
3. Die **besluit** deur die Raad geneem en **onvolledige inligting** verskaf

KOMMENTAAR:

1. DIE OORWEGING VAN BOVERMELDE AANSOEK:

Die betrokke eiendom, 'n gedeelte (ongeveeer 37 170 vk.m) van van Erf 2080, Riversdal is amptelik as 'n park geproklameer in 1963 en het dit ook so in die "Staatskoerant" verskyn.

Dit is die Munisipaliteit **se grondwetlike verantwoordelikheid** om dus hierdie **kulturele erfenis** met sy ryke historiese geskiedenis te **bestuur, onderhou en te bewaar** vir die nageslag.

Die **doel van openbare parke** is om 'n **gesonde balans** tussen **menslike welstand en natuurbewaring** te handhaaf. Daarvoor is groen ruimtes van kardinale belang, vernaam met betrekking tot die **ligging** soos in dié geval, waar hierdie spesifieke park (Jurisch Park), rég langs die N2-snelweg geleë is. Die ligging dra by tot die **omgewingswaarde** en speel ook 'n belangrike rol mbt lugbesoedeling.

Gevolglik kan **geen ander ekwivalente openbare park hiérdie park vervang nie**, agv sy ligging.

Jurisch Park met sy groen ruimte, bome, plante, dammetjie en Voortrekker Monument, maak ons dorp aanloklik vir toeriste om die **dorp** te verken en sodoende ondersteun hulle ons **plaaslike besighede,** waarsonder Riversdal ekonomies nié kan voortbestaan nie.

Ek maak dus beswaar mbt die **oorweging** deur die Raad, van bovermelde **aansoek** deur Dorpstraat Convenient Retail Investments (EDMS) Bpk.

2. DIE HERSONERING EN VERKOOP VAN DIE EIENDOM:

Daar is reeds onoordeelkundige besluite geneem in 2011 deur die vervreemding van 'n gedeelte van Jurisch Park met die "voorneme" om die eiendom vir residensiële ontwikkeling aan te wend.

Ek maak beswaar teen die herhaling van so 'n besluit mbt die **hersonering, onderverdeling, konsolidasie** en die **verkoop van die eiendom,** sowel as die bepalings soos aangedui in die "Public Notice" van 17 Julie 2026 deur Hesseque Munisipaliteit.

3. DIE BESLUIT DEUR DIE RAAD GENEEM:

Die **funksie van Parke** is nie toegeken vir die **lewering van basiese Munisipale dienste nie.** Dit kan dus nie as "nie benodig" bestempel word nie. (Bl. 8 no. 1) Dit is 'n **Openbare en Gemeenskapsdiens.**

Die **doel** van parke is ook nie om 'n **inkomste vir die munisipaliteit** te genereer nie.

Die **doel** van parke dien nie as 'n **ontwikkelingspotensiële geleentheid** nie.

Die **ligging** van die voorgestelde ontwikkeling is tot **nadeel** van die **plaaslike ekonomie**. Die vervreemding van die eiendom is nié in **openbare belang** nie.

Die doel van 'n park is nie om te dien as 'n **benutbare bate** vir **ekonomiese** doeleindes nie.

Die **gemeenskapswaarde** (geskiedkundig, kultureel, esteties en omgewingswaardes), is dus nié in ag geneem tydens die besluit deur die Raad nie.

Die gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal kan nie as **"nie-lewensvatbare eiendom"** beskou word soos aangedui is op bl. 8 no.2 en bl. 4 nie. Jurisch Park funksioneer op sy eie en is in isolasie, want dit is 'n **PARK** wat nie vir **ontwikkeling doeleindes geproklameer** is nie.

Ek maak dus **beswaar** teen die **besluit wat** deur die Raad geneem is en versoek dat **alternatiewe opsies** oorweeg word.

ONVOLLEDIGE INLIGTING VERSKAF: Ek verwys na Bl. 8 no. 2

Volgens nommer 2 (twee), is daar **8 (agt)** voorwaardes. ("2.1 – 2.8"). Daar is slegs **7 (sewe)** voorwaardes gestipuleer.

Ek versoek hiermee Hessequa Munisipaliteit om hierdie besware gunstig te oorweeg en sodoende hul grondwetlike verantwoordelikheid na te kom, om hierdie kulturele erfenis te bewaar vir die gemeenskap en hul nageslag.

.....

MARTINA ADRIANA VAN DYK

19-8-2026

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: P. C LE ROUX.

Fisieke Woonadres in Riversdal: 5 PROTEA STRAAT RIVERSDAL

Kontaknommer (Telefoon / Sel): 0727829252.

E-posadres: 727okvalue@gmail.com.

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
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Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Sal bewaring van oop ruimtes waardeer.

PR LeRoux	18 AUGUSTUS 2026.
HANDTEKENING VAN BESWAARMAKER	DATUM

Albert Kleynhans

From: Ronel Van Zyl <ronelg1960@gmail.com>
Sent: Tuesday, 18 August 2026 13:15
To: Albert Kleynhans

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

ONTWIKKELING VAN JURIESPARK

Goeie middag. Hiermee dien ek my teenkanting in teen bg. Ek en baie bejaarde mense woon in De Jagerstraat. Ons almal is bekommerd aangesien hier alreeds n toeloop van bedelaars is. Ons voel alreeds onveilig en moet te alle tye ons deure gesluit hou. Ons voel werklik dat die problerm sal vererger met die lae koste behuising wat daar opgerig gaan word. My motor wat buite my huis onder n afdak staan se radio sowel as battery is al gesteel. Ek is Ronel van Zyl, ten nr 066 080 1608. Baie dankie

Albert Kleynhans

From: Louise Du Plessis <louiseriversdal@gmail.com>
Sent: Tuesday, 18 August 2026 14:08
To: Albert Kleynhans
Subject: Fwd: Anti Jurisch Park development !!

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

---------- Forwarded message ---------
From: **Louise Du Plessis** <louiseriversdal@gmail.com>
Date: Mon, 17 Aug 2026 at 09:25
Subject: Fwd: Anti Jurisch Park development !!
To: Vicky Van Wyk <Vic@intellect.co.za>

---------- Forwarded message ---------
From: **Anneke Van der Merwe** <anneke@hessequa.gov.za>
Date: Mon, 17 Aug 2026 at 08:12
Subject: RE: Anti Jurisch Park development !!
To: Louise Du Plessis <louiseriversdal@gmail.com>
Cc: Lelanie Steyn <lelanie@hessequa.gov.za>

Good morning, Louise

Your concerns are noted.

Kind Regards

Anneke Van Der Merwe
Manager: Town Planning

Directorate: Development Planning
+27 (0) 28 713 8074 (Direct) / +27 (0) 28 713 8000 (Office)
anneke@hessequa.gov.za
hessequa.gov.za / www.explorersgardenroute.co.za
Civic Centre, Van den Berg Street, Riversdale, 6670

3RD BEST PERFORMING MUNICIPALITY IN SA (Ratings Afrika 2025)
12 CLEAN AUDITS (2013 – 2025) | TOP BLUE FLAG SWIMMING BEACHES 2025 (WESSA)
A CARING, SERVING AND GROWING HESSEQUA
24-HOUR EMERGENCY: 028 713 2222 (FIRE & RESCUE AND ACCIDENTS)

From: Louise Du Plessis <louiseriversdal@gmail.com>
Sent: Friday, 14 August 2026 18:27
To: Anneke Van der Merwe <anneke@hessequa.gov.za>
Subject: Anti Jurisch Park development !!

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

To whoever this may concern!

The Jurisch Park is a PARK

and will & MUST STAY THAT!

1. As it's at the ENTRANCE to our town, allowing anyone entering from the N2, making especially visitors feel they are entering a place of calmness & beauty!

Why would want anyone want to do otherwise ???

2. This area was once a beautiful restful place, which was first beautified by Louis Henri Meurant, where brass bands played on Sundays, for everyone in the town & surrounding areas to enjoy! Even wedding receptions were held there! But Mr Meurant's death on the same day the bridge in town was

opened, years of neglect followed by the Riversdale Municipality, and it was not maintained properly at all.

Years later Mr Jurisch once again made so many improvements to beautify the park, making it accessible to all, with park-benches next to lovely ponds, and gorgeous patches of flowers to enjoy, that people had picnics there and children could enjoy and learn about the aloes & all other flowers & trees, planted especially/ firstly out of his own pocket by Mr Meurant, as well as by Mr Jurisch, who was then honoured by the Riversdale Municipality, by having the PARK NAMED AFTER HIM !!!

If this Jurisch Park was maintained in a proper way, by:

3. Putting a fence around it, with ONE gate, where a nominal fee was charged, to keep out vagrants & 'bos-slapers', and responsible folk(s) appointed to

LOCK UP AT A CERTAIN TIME AS ARRANGED, then matrics & people could have photographs taken,

AS THERE IS NO OTHER PUBLIC GREEN OPEN SPACE IN RIVERSDALE, which could have beautiful back-drops of our indigenous plants!

4. As areas in our town where people do not have a garden with a lawn, like for example Môrestond or/& Kwamakatola, families could come & spend a happy afternoon, after being made well aware of keeping it tidy & not littering, & not making too much noise, so that other people can enjoy their visit, children could have a lovely afternoon away from otherwise really cramped home environments !! In this children are also taught to behave in public places, care for the environment & enjoy quality time with their family.

5.. If any development should be made on this most 'valuable' piece of Riversdale,

It would be a fatal mistake,

A. As there is no safe parking possible for many vehicles, around this atea !!

B. It will 'kill' the businesses in the town itself!

C. There would be NO GREEN OPEN SPACE in Riversdale, except where the Hessequa Municipality has made amenities available for sport, recreation & where children can learn how to learn to

OBEY THE TRAFFIC SIGNS! (Opposite 'Takkieskloof'.

D. The entrance to the town can become particularly congested when the N2 is really busy in a East-West direction, and traffic trying to get onto the N2 has to wait a long time, with the flow totally impacted going into the town as well !!

Whoever even put forward this idea, for whatever reason, which I'll not try to go into, did it with no thought to this beautiful town!

I stand by my view !! THIS SHOULD NEVER BE ALLOWED TO HAPPEN! Look after THE PARK!

As someone not born & bred here, but from Stellenbosch, I HAVE THE INTEREST OF THE TOWN AT HEART, and was the curator of the Julius Gordon Africana Centre /Versfeld House for 9 years, I am actually appalled this has even been suggested !!!!

Regards

Mrs L. Du Plessis

14 August 2026

Albert Kleynhans

From: Stef Marran <stefmarran@gmail.com>
Sent: Wednesday, 19 August 2026 09:22
To: Albert Kleynhans
Subject: Jurischpark

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeiemôre
Ek wil graag beswaar maak teen die voorgestelde ontwikkeling van die park vir sakeondernemings.
Dit is baie belankrik om groengebiede in 'n nedersetting te bewaar, nie net om die karakter van die dorp te bewaar nie maar veral terwille van die geestesgesondheid va.n die inwoners.
Dit is ook belangrik vir enige dorp om konstante vernuwing en opknapping in die middedorp/sakesentrum aan te moedig en te bewerkstellig.
Ek verneem ook dat daar 'n baie groot sakeperseel langs die saagmeule oorkant Langenhoofen skool in die mark is.
Laat ons Jursichpark bewaar en ontwikkel as 'n park, inheemse bome plant, elke week skoonmaak, sodat dit 'n aangename, gesonde terrein vir ons mense is om tans te geniet en vir ons nageslag bewaar.
Baie dankie

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Elna van der Walt

Fisieke Woonadres in Riversdal: Reitz st 15 A

Erfnommer (indien bekend):

Kontaknommer (Telefoon / Sel): 082 54 77 775

E-posadres: elnavanderwalt7@gmail.com.

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

- [X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
- [ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
- [ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
- [X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet. YES!!

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word. YES!

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar aflewerings-verkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar aflewerings voertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

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Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Belangrik

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se ele verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet. NB
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

My (as inwoner naby Jurisch Park, is dit ONAANVAARBAAR om my rustige omgewing waar ek in vrede woon pady's te gee vir permanente geraas en boerbulle. 1000 x NEE.

Dit is in groot hoofletters:
AGTERUIT BOER.

Stert gekant daarteen om ons lekker stapplek met ons honde te verloor, al die lieflike groen grasperke - ... NEE. !!!!

Ons eiendom se waarde sal VERSEKER verloog - wie wil langs 'n besigheids sentrum met geraas en voertuie woon - ONAANVAARBAAR vir my.

Kan EERLIK nie glo dat dit ensigsens oorweeg kan word om die park te vernietig nie.

GROEN STROKE MOET BEWAAR word mense!!!

E. van der Walt. 13 Aug 2026.

HANDTEKENING VAN BESWAARMAKER DATUM

Albert Kleynhans

From: Petro Vorster <petroj.vs@gmail.com>
Sent: Wednesday, 19 August 2026 12:08
To: Albert Kleynhans
Subject: Jurisch park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dit gaan n baie slegte indruk van ons mooi dorp skep.

Ek is teen die voorgestelde ontwikkeling

Petro Vorster

Albert Kleynhans

From:	Gerhard Steenekamp GC <gcomplete@outlook.com>
Sent:	Wednesday, 19 August 2026 12:46
To:	Collab Info; Albert Kleynhans
Subject:	SKRIFTELIKE VERTOË EN BESWAAR TEEN DIE VOORGESTELDE VERKOOP EN KOMMERSIËLE ONTWIKKELING VAN 'N GEDEELTE VAN ERF 2080, RIVERSDAL (JURISCH PARK) AAN DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (EDMS) BPK.
Attachments:	Beswaarskrif - vervreemding van Jurischpark eiendom.pdf

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Die Munisipale Bestuurder, Hessequa Munisipaliteit

Geagte mnr. De Klerk,

Hiermee rig ek, Gerhard Steenekamp, as 'n besorgde inwoner en belastingbetaler van Riversdal, my formele beswaar en vertoë teen die voorgestelde vervreemding en kommersiële ontwikkeling van ongeveer 37 170 m^2 van Erf 2080, algemeen bekend as Jurisch Park.

Alhoewel ek deeglik onder die indruk is dat ekonomiese vooruitgang belangrik is, is ek van mening dat hierdie spesifieke projek onherstelbare skade aan die sosio-ekonomiese struktuur, erfenis en padveiligheid van ons dorp sal aanrig. My besware is op die volgende gronde gebaseer:

1. Verarming en leegloop van die historiese sakekern (Dorp-sentrum)
Riversdal se plaaslike ekonomie is afhanklik van die lewenskragtigheid van sy bestaande middedorp. Die vestiging van 'n massiewe, nuwe geriefswinkelsentrum buite die tradisionele sakekern sal daartoe lei dat voetganger- en klante-verkeer van die middedorp weggetrek word. Plaaslike ondernemings, wat reeds onder ekonomiese druk verkeer, sal nie teen groot nasionale kettingwinkels kan meeding nie. Dit sal lei tot die sluiting van gevestigde plaaslike winkels, werkloosheid onder plaaslike inwoners verhoog, en uiteindelik veroorsaak dat die historiese middedorp leegloop en verval.

2. Vernietiging van unieke dorpskarakter, groen erfenis en openbare spasie
Jurisch Park is nie bloot 'n "nie-lewensvatbare eiendom in isolasie" nie; dit is die groen baken en visuele "gesig" wat besoekers verwelkom wanneer hulle Riversdal binnekom. Dit huisves historiese bates soos die trekkermonument, wat diep gewortel is in die erfenis van ons gemeenskap.
Die park dien as 'n noodsaaklike groen oase. Om openbare parkgrond op te offer vir private, kommersiële wins stuur die verkeerde boodskap oor die munisipaliteit se prioriteite ten opsigte van omgewingsbewaring en gemeenskapswelsyn.
Die verskuiwing van die gevestigde rolbalbane en klubhuis ontwrig aktiewe gemeenskapsorganisasies wat reeds jare lank 'n heenkome daar vind.

3. Twyfelagtige langtermyn ekonomiese voordeel en waardebepaling
Die eenmalige koopprys van R7 893 690 weeg nie op teen die permanente verlies van waardevolle munisipale grond in 'n strategiese area nie, veral nie gesien in die lig van bogenoemde twee punte nie.

Selfs as 'n leek in waardebepaling maak die voorgestelde prys nie sin as mens dit opweeg teen pryse wat onlangs vir kleiner eiendomme betaal is vir soortgelyke doelwitte wat op baie minder strategiese plekke geleë is nie, bv. vir Erf RE/7707 Riversdal nie.

Die belofte van werkskepping is dikwels tydelik (konstruksiefase) of laagbesoldig (kleinhandel), terwyl die winste wat gegenereer word uit die voorgestelde winkelsentrum uitvloei na die hoofkantore van nasionale maatskappye, in plaas daarvan dat dit in die Riversdal-ekonomie herbelê word.

4. Verkeersvloei en ernstige padveiligheidsrisiko's langs die N2
Die ligging van die beoogde ontwikkeling direk langs die N2-nasionale pad, wat die hoofingang na Riversdal vorm, skep besliste risiko's. Enige-iemand wat in die onlangse verlede oor ontwikkeling met nuwe toegange van die N2 af na die dorp toe gemoeid was, sal weet dat die Provinsiale Verkeersafdeling geen nuwe ingang na die dorp toe sal goedkeur nie. Die druk rondom die enkel ingang en strate rondom so 'n onwikkeling sal dus ongetwyfeld die volgende risiko's verhoog:
Verkeers opeenhoping:
Die N2 dra reeds swaar vragmotor- en vakansieverkeer. Die in- en uitvloei van honderde addisionele voertuie en afleweringswaens per dag by 'n kritieke dorpsingang sal gevaarlike bottelnekke veroorsaak.
Verhoogde ongeluksrisiko:
Motors wat spoed moet verminder om die winkelsentrum vanaf 'n nasionale snelweg te binne te gaan, verhoog die kans op ernstige kop-teen-stert- en kruisingbotsings dramaties.
Swaarvoertuig-impak:
Die konstruksiefase sowel as die daaglikse logistieke behoeftes van nasionale winkels sal die plaaslike padinfrastruktuur, wat nie vir hierdie tipe konstante swaar druk ontwerp is nie, vinniger laat agteruitgaan.

Alternatief:
Daar bestaan ongetwyfeld 'n befhoefte aan addisionele supermarkte en winkels vir Riversdale se groeiende gemeenskap. Om alles egter op de snelweg te plaas en die sakekern te laat doodwurg is seker die slegste opsie denkbaar vir die groter gemeenskap.

'n Beter voorgestelde alternatief is myns insiens meer as een kleiner, meer kompakte 'buurtsentrum' nader aan die ontwikkelende areas wat nie die sentrale sakegebied met een groot ontwikkeling oorbodig maak nie.

Tipiese plekke vir sulke kompakte onwikkelingsnodes kan wees Kwanokutula en na die noordelike deel van die dorp waar nuwe residensiële areas in die ROR ingesluit is.

Gevolgtrekking en versoek:
Ek versoek die Hessequa Munisipaliteit dus formeel om die verkoop van hierdie gedeelte van Erf 2080 te heroorweeg en alternatiewe, minder skadelike terreine vir kommersiële uitbreiding te identifiseer wat nié die N2-veiligheid of die middedorp se voortbestaan bedreig nie.

Ontwikkeling moet die hele Riversdal ophef, nie net die belange van groot private ontwikkelaars dien ten koste van ons erfenis en plaaslike sake-eienaars nie.

Ek versoek asseblief skriftelike erkenning van ontvangs van hierdie beswaarskrif, asook formele terugvoer
oor hoe hierdie besware tydens die raadsvergaderings hanteer gaan word.

By voorbaat dankie,

Gerhard Steenekamp

Plot 9
Riversdal
Selnr. 0844091429

Albert Kleynhans

From: Riversdal Sakekamer <riversdalsakekamer@gmail.com>
Sent: Wednesday, 19 August 2026 16:05
To: Albert Kleynhans
Subject: Riversdal Sakekamer Beswaar - Jurisch Park
Attachments: Riversdal Sakekamer BESWAAR 19-08-2026.pdf

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeie middag, aangeheg 'n amptelike beswaar namens Riversdal Sakekamer ten aansien van die beoogde Jurisch Park ontwikkeling. Ons verteenwoordig 'n lys van 83 lede en besoekers.

Groete
Elizna Lotz

RIVERSDAL
SAKEKAMER
riversdalsakekamer@gmail.com

19 August 2026

TO: The Municipal Manager: Hessequa Municipality
Riversdale, 6670
Per email: albert@hessequa.gov.za

Dear Sirs,

RE: OBJECTION TO THE PROPOSED DIRECT ALIENATION OF A PORTION (± 37 170 m²) OF ERF 2080 RIVERSDALE (JURISCH PARK) TO DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (PTY) LTD

*ALL *ERVEN* REFERRED TO IN THIS OBJECTION RELATES TO RIVERSDALE *ERVEN* AND SHOULD BE READ IN WHERE NOT SPECIFIED*
TERMS "COUNCIL" AND "MUNICIPALITY" ARE USED INTERCHANGEABLY

1. INTRODUCTION

This objection is submitted by RIVERSDAL SAKEKAMER ("the Chamber") in response to the notice published by Hessequa Municipality in the Suid-Kaap Forum, concerning the proposed direct sale of a ± 37 170 m² portion of Erf 2080, Riversdale ("Jurisch Park"), to Dorpstraat Convenient Retail Investments (Pty) Ltd ("the Applicant") for the development of a commercial shopping centre and residential units.

The Chamber represents the interests of businesses trading in Riversdale and surrounds, and this objection is directed at protecting the (a) **long-term economic sustainability of the town's business community**, (b) the **integrity of the municipal asset disposal process**, and (c) the **prudent stewardship of a significant municipal asset**.

The Chamber is not opposed to new commercial investment in Riversdale. Our members have a direct interest in a growing local economy. However, our objection concerns, firstly, the manner in which this specific transaction is being advanced (without an independent economic impact assessment, without a competitive process, and against a troubling historic precedent on this property) and secondly, the fact that alternative properties already exist within appropriately zoned and strategically located areas that are better suited to commercial retail development and would more effectively support and strengthen the established business centre. In these circumstances, we submit that the proposed sale should not proceed in its current form.

2. IMPACT ASSESSMENT

ECONOMIC & RETAIL

The entire commercial case for this development rests on market research commissioned by the Applicant itself. The municipal report and the Applicant's own motivation letter state that a centre of between 7 500 m² and 10 000 m² is viable for Riversdale, anchored by established national retailers. No independent, municipality-commissioned assessment of retail demand, trade displacement, or cumulative impact on existing businesses appears to have been undertaken. The Applicant's notion that "*...'n sentrum van tussen ...geregverdig nadat in aggeneem is dat die bestaande kleinhandelaars in die dorp beskerm sal wees*" is, with respect, speculative and unsupported by any independent economic analysis demonstrating that existing businesses will not suffer material trade diversion or commercial harm.

A shopping centre of this scale, anchored by major national chains, is capable of drawing significant trade away from Riversdale's existing central business district rather than growing the town's overall retail spend. Experience in comparable Western and Eastern Cape towns shows that highway-edge retail nodes of this kind can result in rising vacancies and declining trade in established town centres, to the detriment of, inter alia, small and independent businesses the Chamber represents. Once established, such vacancy patterns can be difficult to reverse and may lead to a creation of low-rent, short-term occupancies that undermine efforts to maintain a vibrant, sustainable and economically diverse town centre and detract from property values.

We agree that, if constructed and commercially successful, such development may well generate additional rates and service-revenue income for the Municipality. However, such benefits remain prospective, contingent and uncertain, depending on a range of future events, including the acquisition of adjoining properties, completion of the development, its long-term viability, and the absence of adverse impacts on existing businesses and commercial property values elsewhere in Riversdale. No independent assessment appears to have tested these assumptions or weighed them against the potential economic costs identified herein.

Furthermore, the Municipality's reliance on assumed future rates revenue appears to assume that all additional revenue generated by the development constitutes a net gain. However, if trade is diverted from the existing CBD, resulting vacancies, business closures, reduced investment and declining property values may diminish the rates base and service-revenue income currently generated there. The Municipality has identified the potential upside of increased revenue from the proposed development, but has not assessed whether that benefit may be partially or wholly offset by losses within the existing commercial core.

On the Municipality's own report it states, under its own consideration of "material economic or financial benefit to the Municipality", that the sale of this portion of the property will hold no material economic or financial benefit for the Municipality (given that in effect a physical property is merely swapped for an equal monetary value, a value-neutral transaction on the balance sheet). **Accordingly, should the possible future benefit of increased rates not come to fruition or is set off by diminished rates elsewhere, then the ratepayer receives no material upside from this specific transaction; the principal beneficiary is the Applicant.** Furthermore, the Municipality may in fact be absorbing indirect costs around this transaction (loss of whatever minimal use/amenity value the park currently provides, the disruption of relocating the bowls facility (even though the developer funds it) and foreclosing any future optionality on this land forever). That makes the absence of an independent economic justification, referred to above, more significant, not less: if the Municipality itself cannot point to a material benefit, the burden of demonstrating that this remains a sound use of a public asset falls to be determined by an independent assessment of the kind we do not see in this case.

This possible outcome has not been tested and a decision of this magnitude and permanence should not rest solely on the market research of the party who stands to benefit from it. We submit that, as a matter of sound decision-making rather than strict legal compliance, the independent economic and retail impact assessment should be completed and considered before the Council finalises its decision on this transaction and not left for the Applicant to address only after the sale has already been concluded.

TRAFFIC & ENVIRONMENTAL

A centre of 7 500-10 000 m², with an N2 frontage and access via Heidelberg Road, Hofmeyer Street, Versveld Street and Albertyn Street, will materially change traffic patterns in the surrounding area. The Chamber requests that an independent Traffic Impact Assessment be undertaken and released for public comment, specifically addressing the effect on access to, and parking available for, existing businesses in the vicinity — not only the internal traffic requirements of the proposed development.

Separately, the environmental impact of this proposal has not yet been through the environmental authorisation process required under the National Environmental Management Act, 1998 ("NEMA"). The Municipality's own report acknowledges that a critical biodiversity area covers a significant portion of the site, and that the site proposed for relocating the existing bowls facilities lies within the floodline. Both of aspects matters NEMA's environmental authorisation process is designed to test, and neither has yet been independently assessed. We request that the full environmental impact assessment process under NEMA (addressing both the critical biodiversity area on the site itself and the flood-risk implications of relocating the bowls facility) be completed and made available for public comment before any final decision to alienate the property is taken.

We again, as with economic and retail assessments, submit that as a matter of sound decision-making rather than strict legal compliance, an independent traffic impact assessment should be completed and considered before the Council finalises its decision on this transaction rather than to be disregarded.

3. ALTERNATIVE SITES

The Chamber's objection is not only to the process by which this transaction has been advanced; it is also to the choice of site itself. The Municipality's own current planning already identifies more appropriate locations for exactly this kind of development, without requiring the alienation of Jurisch Park.

3.1 Current Spatial Development Framework

The Chamber has reviewed the Municipality's own current Spatial Development Framework directly. It does not identify this site for further commercial retail development. Section 3.3.2.10 of the Framework designates land in this immediate vicinity, at the N2 entrance to Riversdal, as Tourism Services (IZ3) and a Crafters Market (IZ4). The Framework's own guidelines for these designations include providing a space that celebrates the town's history and heritage, featuring monuments and informative signboards; creating picnic or shaded spots for tourists and passing travellers; establishing a gateway leading into the Riversdal CBD; and, for the Crafters Market designation, using the area as a connector into the Riversdal CBD (Map 9: Hessequa LM | Riversdale Spatial Structuring). These guidelines describe, almost precisely, the historic character and function of Jurisch Park itself, monument included.

The Municipality's own current spatial vision for this location is a gateway that draws passing N2 traffic into the existing town centre through tourism and craft trade, to the direct benefit of established Riversdal businesses. A destination shopping centre anchored by national chains does the opposite: it is designed to capture that trade at the highway edge before it reaches the CBD at all. The proposed disposal is accordingly difficult to reconcile not only with the heritage concerns raised by other objectors, but with the Municipality's own most recently adopted spatial and economic vision for this precise site.

We request that the Municipality explain how the proposed commercial shopping centre accords with the Tourism Services (IZ3) and Crafters Market (IZ4) land-use designations assigned to this area in its own Spatial Development Framework, and on what basis any departure from those designations is considered justified, alternatively justifiable.

3.2 Alternative Commercial Corridor

The same Spatial Development Framework separately designates a Mixed Use Development Corridor, MU4, defined specifically to encourage high-intensity commercial and retail activities adjacent to the N2, which may comprise retail, business, service industries, community services, municipal and government facilities, as well as service stations (section 3.3.2.9, Map 9: Hessequa LM | Riversdale Spatial Structuring). This is materially the same land use the Applicant proposes for Jurisch Park, already provided for by the Municipality's own spatial planning, in a location the Framework itself has identified as appropriate for that intensity of commercial use – without requiring the loss of an existing public park.

We ask the Municipality to confirm the location and available extent of the MU4 corridor and any other similarly-designated commercial land, and to explain why that land, rather than Jurisch Park, is not being pursued for this development.

3.3 SDF vision for the CBD

Under section 3.3.2.13 of the Framework, the Municipality's stated guidelines for the Central Business Area include promoting a mix of retail, business and service establishments to diversify economic activities and enhance vibrancy, and encouraging efficient land use by prioritising retail space on ground floors within the CBD itself. The Framework's own vision, in other words, is to strengthen and densify retail activity within the existing town centre – precisely the outcome a highway-edge shopping centre at Jurisch Park would work against, for the reasons set out in paragraph 2 above.

Taken together, these three provisions of the Municipality's current Spatial Development Framework indicate that suitable, appropriately-zoned alternative sites for this development already exist, and that the Framework's own spatial logic favours strengthening the existing town centre over establishing a competing retail node at the town's park gateway.

4. <u>REGULATORY GROUNDS CONCERNING THE DIRECT-SALE PROCESS</u>

4.1 The overriding requirement: a fair, equitable, transparent and competitive process

Section 14(5) of the Local Government: Municipal Finance Management Act, 2003 ("the MFMA") provides that any transfer of ownership of a municipal capital asset must be fair, equitable, transparent, competitive, and consistent with the municipality's supply chain management policy. This is the overriding standard against which every other requirement discussed below must be read. A transaction that bypasses competition entirely for an asset valued at R7 893 690 requires clear justification against this standard, and that justification must be capable of withstanding scrutiny independent of the Applicant's own representations.

This standard binds the Municipality regardless of the content of its own internal policies. Section 112(1) of the MFMA requires that a municipality's supply chain management policy itself give effect to the principles of fairness, equity, transparency, competitiveness and cost-effectiveness. It follows that no internal municipal policy, however worded, can lawfully authorise a disposal that departs from this standard. The points raised in this paragraph are accordingly raised as freestanding requirements of the MFMA and the Municipal Asset Transfer Regulations, which the Municipality must be able to demonstrate compliance with directly – not only by reference to its own policy classification of the property.

4.2 Public Participation and Informed Decision-Making

The Chamber accepts that the enhanced public participation process contemplated in regulations 5 and 6 of the Municipal Asset Transfer Regulations may not be mandatory <u>if</u> the asset does not qualify as a high-value capital asset. However, if indeed Erf 2080 Riversdale is found to be high-value asset in terms of either the Regulation definition of "*high value*" or the content of Regulation 5(2), prior public participation is mandatory to facilitate the determinations the Municipality must make under Section 14(2)(a) and (b) of MFMA. The public participation process is intended to inform that decision, not to ratify one already taken.

As we understand the Municipality's report, the Council has already made its section 14(2)(a) and (b) determinations and granted approval in principle, subject to a list of conditions (2.1 to 2.8), one of which (2.1) is that the proposal now be advertised for public comment. If that reading is correct, the public participation process is following, rather than preceding, the Council's determination, which is the reverse of the sequence Regulation 5(1)(a) prescribes. We ask the Municipality to clarify this sequence, and to confirm expressly that the Council's determination and approval in principle remain genuinely open to reconsideration in light of comments received during this process rather than being treated as a decision already made to which the public participation process is a formality.

Alternatively, if it is showed by the Municipality that this is not a high-value asset, this remains a significant decision involving the permanent disposal of a municipal asset and is being justified largely on the basis of projected economic benefits that have not been independently tested. In these circumstances, the consultation the Municipality have chosen to undertake must be meaningful and must genuinely inform the final decision.

We therefore welcome the Municipality's decision to invite public comment but request confirmation that all objections and representations received will be genuinely considered before any final decision is made. Given the concerns raised in this objection regarding economic impact, alternative sites, planning consistency and long-term public value, the current consultation process should be treated as a substantive opportunity to inform the Municipality's decision and not merely as a procedural step in a process whose outcome has already been determined.

4.3 The factors the Council is required to weigh

Regulation 7 of the MATR lists specific factors the Council must take into account when considering a proposed disposal, including, at paragraph (f), any limitations or conditions attached to the disposal and the consequences of any potential non-compliance with those conditions. As set out in paragraph 5 below, the Municipality's own history with the adjoining portion of this same erf shows that development conditions attached to a 2011 disposal were never enforced or fulfilled. We submit that regulation 7(f) required the Council to confront that history directly, and we ask that this be addressed, with proposed enforcement mechanisms and timelines, before a final decision is taken.

4.4 The "non-viable property" exemption and its own express limitation to a single adjacent owner

The Municipality's report relies on paragraph 21.4 of its Property Administration Policy, which it quotes as follows:

"non-viable property" means Property that, owing to urban planning, physical constraints or extent cannot be developed on its own or function as a separate entity and that can therefore become functional only if used by an adjoining owner in conjunction with such owner's property.

"In respect of Non-Viable Property which can only be utilised by one adjacent land owner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process."

On review of the relevant erf boundaries, Erf 7648 Riversdale (now owned by Propcan (Pty) Ltd, over which the Applicant holds a first-option agreement) does appear to be the only property directly adjoining the relevant portion of Erf 2080 Riversdale. On its narrow terms, the "one adjacent land owner" wording of paragraph 21.4 is theoretically capable of being satisfied in respect of Erf 7648 Riversdale specifically.

That is not, however, the end of the matter. The Municipality's own report records that the proposed development is not viable using said Erf 7648 and the Erf 2080 portion alone: the Applicant must also acquire Erf 2074 Riversdale, a further, separate property, before the development becomes economically and practically feasible. Paragraph 21.4 and the definition it applies are framed around a single adjoining owner – property that becomes functional only "<u>if used by an adjoining owner in conjunction with such owner's property" (singular)</u>. <u>In this application, functionality depends not on one adjoining owner's land, but on the Applicant successfully assembling at least three separate properties, only one of which adjoins the land being sold</u>. We submit that this is a materially different, and more complex, fact pattern than the one paragraph 21.4 appears to contemplate, and we ask the Municipality to explain why an exemption framed around a single adjoining owner is being applied to what is, in substance, a <u>multi-property assembly project organised entirely by the Applicant</u>.

This does not resolve the underlying fairness concern raised in paragraph 4.1 above. Whether the relevant test is framed around one adjoining owner or several, the Applicant secured private first-option agreements over both Erf 7648 Riversdale (the adjoining property) and Erf 2074 Riversdale (the further property the development also requires) before approaching the Municipality at all, on terms explicitly conditional on the municipal portion being sold to it directly. No other developer was ever given the opportunity to secure options over the same land or to propose a competing scheme, because the necessary private land had already been tied up in advance of, and conditional upon, this specific application succeeding. That sequencing, we also request the Municipality to justify against the standard set out in paragraph 4.1. For completeness, we also ask that the Municipality disclose the complete text of paragraph 21 of its Property Administration Policy.

4.5 The framework for direct negotiation

Where a municipal council approves the disposal of a capital asset by way of direct negotiation rather than a competitive process, regulation 11(d) of the MATR provides that the approval in principle may specify a framework within which those direct negotiations must be conducted. The conditions recorded in the Municipality's report address subdivision, rezoning, environmental authorisation, infrastructure, and relocation of the bowls facility, but none of them appears to constitute the negotiation framework regulation 11(d) contemplates. In light of the history of this property (also referred to in paragraph 5 below) we ask the Municipality to confirm whether such a framework was adopted by Council resolution and, if so, to make it available.

4.6 Administrative-Law Considerations

A decision of this kind is administrative action within the meaning of the Promotion of Administrative Justice Act, 2000, and the constitutional principle of legality, and is required to be lawful, reasonable and procedurally fair — including a duty to take into account all relevant considerations raised in this objection, and to give adequate reasons if the Council decides to proceed despite them. A "non-viability" classification substantially shaped by

facts created by the very party seeking to rely on it, and a decision-making process that may not have followed the correct sequence and safeguards, are the kind of features capable of rendering a decision vulnerable to a review application. We express no concluded view on whether any specific ground of review is established; we raise this to place the Council on clear notice, before any final decision is taken, that the Chamber regards these as substantive legal defects. We request that the Council provide a formal, legally substantiated response to each of the issues raised in this paragraph, and that any final decision record clearly set out the reasons for the decision and how these issues were considered in reaching it. The Chamber reserves all of its rights, including the right to seek appropriate legal relief, should the Municipality proceed to a final decision without having done so.

5. HISTORY OF ERF 2080 RIVERSDALE

The Municipality's report discloses that in 2011 it sold a 14 709 m² portion of this same Erf 2080 (now Erf 7648) to Meiprops Twee en Twintig (Edms) Bpk for R640 000, for the stated purpose of residential development. Contemporary local newspaper reporting confirms that this sale was intended to help address Riversdale's shortage of affordable housing.

That development never took place. Instead, the property was sold on in 2022 to Propcan (Pty) Ltd for R2 000 000, with no restriction on resale and no development obligation ever fulfilled. Erf 7648 is now one of the two adjoining erven the Applicant needs to acquire to make the present shopping centre proposal viable.

This history is directly relevant to the present application. It shows that a previous disposal of part of this same asset, undertaken in good faith and for a stated public purpose, delivered no public benefit whatsoever – only a private capital gain to intermediate owners. The Chamber submits that the Municipality cannot respond to this history simply by attaching a further list of conditions (subdivision, rezoning, environmental authorisation, infrastructure, and relocation of the bowls facility) to the current sale. Conditions unaccompanied by enforcement and consequence delivered no result in 2011, and there is no evident reason to expect a different outcome now unless the sale agreement contains binding timelines, financial security, and a right of reversion or repurchase in the Municipality's favour should the Applicant fail to deliver the promised development within a defined period.

6. LOSS OF JURISCH PARK AS THE TOWN'S GATEWAY ASSET

The Chamber is aware that other interested and affected parties, including a detailed objection (to be) lodged by a local heritage and landscape planning professional, formal PAIA applications brought by interest groups (of which our members are also part) as well as objections (to be) lodged by said interest group(s) and other individuals, have raised the historical and civic significance of Jurisch Park and the Voortrekker Monument it contains, and have called for a Heritage Impact Assessment before any decision to alienate is taken.

While the Chamber's primary mandate is the economic interests of our members, we associate ourselves with the concern that Jurisch Park functions as the green gateway to Riversdale on the N2, and that its loss or diminishment could affect the town's appeal to passing travellers and visitors – a matter of direct interest to our members in tourism, hospitality and retail. We request that the outcome of any heritage assessment be made available to the Chamber, and to the public, before a final decision is taken.

7. ACTION REQUIRED

The Chamber respectfully requests that the Municipality:

- Not approve the proposed sale in its current form;
- Complete an independent, municipality-commissioned economic and retail impact assessment, and consider it before the Council finalises its decision on this transaction;
- Explain how the proposed commercial shopping centre accords with the Tourism Services (IZ3) and Crafters Market (IZ4) designations assigned to this location in its own Spatial Development Framework, and the basis on which any departure from those designations is considered justified, alternatively justifiable;
- Confirm the location and available extent of the MU4 mixed-use commercial corridor and any other similarly-designated commercial land, and explain why that land is not being pursued for this development in preference to Jurisch Park;
- Clarify the sequence in which the Council's section 14(2)(a) and (b) determinations and approval in principle were made relative to this public participation process, and confirm that the determination and approval in principle remain genuinely open to reconsideration in light of comments received, including this objection;
- Confirm that all objections and representations received will be genuinely considered before any final decision is made;
- Address, with proposed enforcement mechanisms, the regulation 7(f) factor concerning the consequences of potential non-compliance with conditions attached to the sale, before a final decision is taken;
- Explain why the paragraph 21.4 exemption, framed around a single adjoining owner, is being applied to what is in substance a multi-property assembly project, and justify the sequencing in which the Applicant secured private options over Erven 7648 and 2074 against the standard set out in paragraph 4.1;
- Disclose the complete text of paragraph 21 of the Municipality's Property Administration Policy;

- Confirm whether a framework for direct negotiation was adopted by Council resolution as contemplated by regulation 11(d) of the Municipal Asset Transfer Regulations, and make it available;
- Provide a formal, legally substantiated response to each of the issues raised in paragraph 4 of this objection, and ensure that any final decision records the reasons for the decision and how these issues were considered;
- Attach binding development timelines, appropriate financial security, and a right of reversion or repurchase to any eventual sale agreement, in light of the Municipality's experience with the 2011 sale of the adjoining portion of the same erf;
- Commission an independent Traffic Impact Assessment, released for public comment, addressing the effect of the proposed development on access to and parking for surrounding existing businesses, and consider it before the Council finalises its decision;
- Complete the full environmental impact assessment process under NEMA (addressing both the critical biodiversity area on the site and the flood-risk implications of relocating the bowls facility) and make the outcome available for public comment before any final decision is taken;
- Make the outcome of any Heritage Impact Assessment available to the Chamber and the public before a final decision is taken.

8. CONCLUSION

The Chamber supports investment and growth in Riversdale's economy and recognises that the town may, in time, require additional retail capacity. Our objection is not to development as such, but, firstly, to the **manner in which this specific transaction has been advanced** — without an independent economic impact assessment, without a competitive process, and against the backdrop of an unfulfilled public undertaking attached to an earlier disposal of this same property — and, secondly, **to the choice of site itself, when the Municipality's own current planning appears to identify more appropriate, already-zoned alternatives that would better serve the interests of Riversdale's existing business community** and, in our respectful submission, the town as a whole.

For the reasons set out above, we submit that the proposed sale should not proceed in its current form. We ask the Council to obtain the assessments, confirmations and legal clarity, and to ensure that any eventual disposal of this asset is structured so that its intended public benefits are capable of being realised and enforced, rather than left, as before, to depend on goodwill alone.

Yours faithfully

Elizna Lotz

Chairperson
Riversdal Sakekamer

submitted electronically

Albert Kleynhans

From: Gerda de Wet <gerdayoung88@gmail.com>
Sent: Wednesday, 19 August 2026 16:12
To: Albert Kleynhans
Subject: Jurisch Park - Inset

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Vir Wie Dit Mag Aangaan

Hiermee gee ek graag my inset oor om Jurisch Park te behou.

Ek is 'n nuwe inwoner te Riversdal vanaf Mei 2026. Ons as gesin het die besluit van verhuising gemaak vir die eenvoud wat die dorp bied. Die feit dat ons kinders in die straat kan af stap, verkeer minimaal is, en die dorpie 'n oudmodiese gevoel af gee. Ons is dankbaar vir die geleentheid om die keuse te kon maak en is nie 'n oomblik speit vir die verandering nie.

Ons was nog nie self in die park nie, aangesien ek nie geweet het die park is 'n publieke park en toegangklik vir almal nie, en ek eerlik moet sê ek nie seker was van hoe veilig dit sou wees om daar rond te loop nie. Toe ek tehore kom van die ontwikkeling planne het dit my onmiddelik hartseer gemaak, want as jy na Mosselbaai kyk kan jy sien wat ontwikkeling aan 'n plek doen. Alhoewel ek heeltemal bewus is dat Riversdal nie naby aan daardie soort ontwikkeling en uitbreiding staan nie, maar mens graag 'n plek se geskiedenis en hart behoue wil hou. Meestal het elke dorp wel 'n publieke park, en indien die park ontwikkel word het Riversdal geen. Aant Heide roete is 'n uitstekende initiatief wat ek te minste 3 keer 'n week besoek. As mens dop hou hoeveel mense gereeld stap en draf, sal 'n goed versorgde park 'n uitstekende aanvul tot mens se daaglikse draf of stap roete bring. Ons is nie mense lief vir restaurante en uit eet nie, maar gee ons 'n grasperk of area om 'n wegneem ete te sit en geniet in die buitelug en ons is daar.

Ek verstaan die park word binnekort 100 jaar oud, en 'n jaarlikse verjaardag fees in die park sal 'n uitstekende idee wees. Soos met die landbouskou kan dit stalletjies of jong entrepreneurs lok. Dit kan vanaf die N2 gesien word wat verbygangers ook nuskierig sal maak om te kom sien wat te siene is. Mens kan selfs 'n minigolf baan oorweeg, ek is seker die jeug sal met groot entoesiasme so iets verwelkom.

Aangesien 'n ander area vir 'n winkel sentrum reeds oorweeg is, voel ek nie die park moet prys gegee word vir nog een wat sy eie mense tien teen een nie altyd sal kan bekostig om by te baat nie.

Baie dankie
--
Thank you kindly

Gerda de Wet
071 608 9323

Albert Kleynhans

From: Emor Nel <emor.nel01@gmail.com>
Sent: Thursday, 20 August 2026 07:48
To: Albert Kleynhans
Subject: Beswaar teen vervreemding: Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Ek is nie ten gunste van die vervreemding van die Park om n winkelsetrum daar op te rig nie.

My grootste beswaar is dat ons huidige dorpsgebied uiters negatief daardeur geraak sal word.

Die bewyse daarvan is al in vele dorpe in die omgewing te sien.

Ek maak ten sterkste beswaar teen vervreemding van Jurisch Park.

Emor Nel
LOBELIASTRAAT
RIVERSDAL
TEL.08245908889

INDIVIDUELE BESWAARSKRIF

AAN: Die Munisipale Bestuurder
Hessequa Munisipaliteit

PER E-POS: albert@hessequa.gov.za
DATUM: 19 Augustus 2026

BESWAARMAKER: Gerhardus Jacobus van Dyk
ADRES: Le Roux straat 1 A, Riversdal, 6670 (Erf 5876)
E-POSADRES: jacovandyk5@gmail.com

VERWYSING: Hessequa Munisipaliteit, "Public Notice", 17 Julie 2026-08-19

DIE VERKOOP VAN 'N GEDEELTE (ONGEVEER 37 170 VK.M) VAN ERF 2080, RIVERSDAL AAN DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (EDMS) BPK

Geagte Menere

Hiermee maak ek ten sterkste beswaar teen die verkoop van die gedeelte van Erf 2080 om die volgende redes:

1. Erf 2080 is algemeen bekend as Jurisch Park. Die park het sy ontstaan in 1926 gehad, vanjaar reeds 100 jaar gelede. Dit is in 1963 as natuurtuin geproklameer en het 'n ryk geskiedenis.
2. As "Park" langs die N2 hoofweg bied dit 'n baie mooi en aanloklike gesig rég langs die hoofingang na Riversdal dorp. Des te meer so, sou dit goed versorg en in stand gehou word.
3. Die park is alles behalwe 'n "nie-lewensvatbare (non-viable)" eiendom. Parke en groen areas is in elke dorp baie nodig en het ongetwyfeld 'n daadwerklike doel tot voordeel van die dorp.

Ek versoek die Raad om hierdie besware ernstig in ag te neem met enige toekomstige oorwegings en besluite t.o.v. die voorgestelde verkoop van 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (EDMS) Bpk.

Die uwe

GERHARDUS JACOBUS VAN DYK

19/08/2026
DATUM

Geagte Munisipale Bestuurder en Raadslede,

1. INLEIDING

Hiermee wil ek my sterk ondersteuning uitspreek vir die voorgestelde ontwikkeling deur Dorpstraat Convenient Retail Investments (Edms) Bpk op 'n gedeelte van Erf 2080, Riversdal.

Die voorgestelde ontwikkeling behoort nie bloot vanuit die oogpunt van 'n nuwe kommersiële eiendom of winkelsentrum beoordeel te word nie. Dit behoort eerder beskou te word as 'n potensiële strategiese ekonomiese ontwikkeling vir Riversdal en die breër Hessequa gemeenskap.

Riversdal, soos baie kleiner plattelandse dorpe in Suid-Afrika, staan voor die uitdaging om ekonomiese aktiwiteit te behou, nuwe belegging aan te trek en aan inwoners en besoekers voldoende moderne kommersiële, residensiële sowel as beleggings geleenthede te bied. Ek bly al my hele lewe lank basies in Riversdal en kon oor die jare sien hoe dit vergelyk met die omliggende dorpe en hulle ontwikkeling wanneer ek die dorp verlaat het en weer terugkom.

Teen hierdie agtergrond is dit my mening dat die voorgestelde ontwikkeling 'n belangrike geleentheid bied om Riversdal se ekonomiese basis te versterk en die dorp vir die volgende fase van sy ontwikkeling te posisioneer.

2. RIVERSDAL MOET VOORUIT BEWEEG

Die grootste gevaar vir enige plattelandse dorp is nie noodwendig ontwikkeling nie, maar stagnasie. 'n Dorp wat nie daarin slaag om nuwe belegging, ondernemings, werksgeleenthede en moderne geriewe te lok nie, loop die risiko dat ekonomiese aktiwiteit geleidelik na groter omliggende sentrums verskuif.

Wanneer inwoners gereeld groter aankope, ontspanning, professionele dienste en ander behoeftes buite die dorp moet bevredig, vloei geld en beleggings wat plaaslik kon sirkuleer of gemaak word, uit die plaaslike ekonomie.

3. DIE GARDEN WALK-ONTWIKKELING IN HARTENBOS AS 'N RELEVANTE VOORBEELD

'n Onlangse en besonder relevante voorbeeld is die ontwikkeling van Garden Walk Mall in Hartenbos, Mosselbaai.

Garden Walk is 'n moderne retail- en leefstylsentrum wat op 26 Maart 2026 geopen het. Die ontwikkeling is ontwerp om nie slegs winkels te verskaf nie, maar om 'n nuwe kommersiële en sosiale bestemming vir die omliggende gemeenskap en die breër Mosselbaai omgewing te skep.

Die Mosselbaai-voorbeeld toon dus dat 'n moderne winkelsentrum veel meer kan wees as bloot 'n plek waar mense inkopies doen. Dit kan belegging lok, werk skep, plaaslike besighede ondersteun, nuwe ondernemings aantrek, die plaaslike belastingbasis versterk, inwoners se toegang tot produkte en dienste verbeter, 'n nuwe sosiale ontmoetings ruimte skep, besoekers lok, eiendomsontwikkeling stimuleer en 'n positiewe sein aan toekomstige beleggers stuur.

4. RIVERSDAL KAN 'N SOORTGELYKE KATALISATOR BENUT

Ons dorp hoef natuurlik nie Mosselbaai of Hartenbos te probeer naboots nie. Ons dorp het sy eie karakter, ekonomiese profiel, landbou-omgewing, geskiedenis en posisie binne Hessequa.

Die belangrike les uit Mosselbaai is eerder dat 'n kleiner gemeenskap nie noodwendig op kleiner ambisie hoef staat te maak nie.

Die ontwikkeling van 'n moderne retail- en gemeenskapsentrum kan ons dorp help om sy rol as 'n dienssentrum vir die omliggende landelike gebiede te versterk.

5. BEHOUD VAN PLAASLIKE EKONOMIESE AKTIWITEIT

Een van die belangrikste voordele van 'n goed beplande retail ontwikkeling is dat dit kan help om besteding plaaslik te behou. Wanneer inwoners vir inkopies of dienste na groter sentrums moet reis, word brandstof, tyd en geld buite Riversdal bestee.

'n Nuwe kommersiële ontwikkeling kan 'n gedeelte van hierdie besteding terugbring na Riversdal en 'n groter plaaslike ekonomiese kringloop skep.

6. WERKSGELEENTHEDE EN JEUGONTWIKKELING

Die potensiële werkskepping behoort ook sterk oorweeg te word, want Suid-Afrika se werkloosheidsyfer is reeds astronomies hoog. Riversdal loop die risiko dat al hoe meer jeug en jong mense die dorp verlaat om na die stede te gaan waar daar voldoen word aan hulle behoefte vir werk.

Die konstruksiefase kan werk skep vir plaaslike kontrakteurs, bouers, elektrisiëns, loodgieters, sekuriteitsdienste, vervoerdienste en ander diensverskaffers. Ná voltooiing kan permanente werksgeleenthede ook ontstaan in kleinhandel, bestuur, administrasie, sekuriteit, skoonmaak, instandhouding, voedsel- en restaurant dienste en kliëntediens.

Vir 'n plattelandse dorp is sulke geleenthede besonder belangrik omdat dit jong mense 'n rede kan gee om plaaslike te bly en in die plaaslike ekonomie 'n toekoms te bou.

7. 'N MODERNE DORP VIR 'N MODERNE GEMEENSKAP

Die behoeftes van inwoners verander. Mense verwag toenemend toeganklike, veilige, moderne en gerieflike winkels en dienste. 'n Goed ontwerpte sentrum kan hierdie behoeftes aanspreek sonder dat inwoners noodwendig na groter dorpe of stede hoef te reis.

Garden Walk Mall illustreer ook hoe 'n sentrum meer as bloot 'n plek vir transaksies kan wees, met gemeenskaplike ruimtes en moderne geriewe waar families en vriende kan rustig sit en gesels.

8. DIE POTENSIËLE IMPAK OP DIE BREËR HESSEQUA-OMGEWING

Die voordeel van die ontwikkeling behoort nie slegs tot Riversdal beperk te wees nie.

Die breër Hessequa gebied kan voordeel trek uit 'n sterker sentrale diens- en handelsentrum. 'n Meer dinamiese Riversdal kan meer besoekers lok, plaaslike ondernemings ondersteun, nuwe beleggings geleenthede skep, die vraag na plaaslike dienste verhoog, eiendomsontwikkeling stimuleer. Dit kan verder die plaaslike ekonomiese basis diversifiseer en Hessequa se posisie binne die Garden Route ekonomie versterk.

9. ONTWIKKELING EN RIVERSDAL SE KARAKTER

Ondersteuning vir die ontwikkeling beteken nie dat Riversdal se unieke karakter of bestaande sakegemeenskap geïgnoreer moet word nie.

Die doel behoort te wees om die nuwe ontwikkeling binne Riversdal se bestaande identiteit te integreer. Waar moontlik, behoort die sentrum ook geleenthede vir plaaslike klein- en medium grootte ondernemings, restaurante, plaaslike produsente, diensverskaffers en entrepreneurs te skep.

Op hierdie wyse kan die ontwikkeling 'n platform vir plaaslike entrepreneurskap word.

10. DIE RISIKO VAN OM NIKS TE DOEN NIE

Wanneer 'n nuwe ontwikkeling voorgestel word, is dit natuurlik om die moontlike negatiewe gevolge te oorweeg. Dit is egter ewe belangrik om die koste van geen ontwikkeling te oorweeg.

Indien nuwe private belegging voortdurend na ander dorpe vloei, kan Riversdal stadigaan sy ekonomiese relevansie verloor en 'n groter risiko kan dus uiteindelik lei tot stagnasie.

Riversdal behoort die geleentheid vir verantwoordelike private investering te beskou as iets wat strategies benut kan word.

11. 'N GELEENTHEID OM 'N POSITIEWE BOODSKAP TE STUUR

Die ondersteuning van 'n gepaste ontwikkeling van hierdie aard sal 'n belangrike boodskap aan toekomstige beleggers stuur: "Riversdal is oop vir belegging, groei en verantwoordelike ontwikkeling."

Een suksesvolle ontwikkeling kan potensieel die weg baan vir verdere ontwikkelings en 'n sneeubal effek skep waarin een belegging ander beleggings aantrek.

12. GEVOLGTREKKING

Ek is van mening dat die voorgestelde Dorpstraat-retailontwikkeling 'n betekenisvolle geleentheid vir Riversdal en die breër Hessequa-gebied bied.

Die vraag wat ons almal moet vra op die einde van die dag is: "Watter tipe Riversdal wil ons oor tien of twintig jaar hê?"

Die antwoord om die vraag lei dan tot 'n vurk in die pad: 'n Riversdal wat nuwe investering afwys en ekonomiese groei beperk wat stagneer OF 'n Riversdal wat verantwoordelike investering verwelkom, plaaslike ondernemings ondersteun, nuwe werksgeleenthede skep en moderne infrastruktuur ontwikkel.

Jean-Jacques Malherbe

ATTORNEYS, NOTARIES, CONVEYANCERS, ADMINISTRATORS OF ESTATES

PROKUREURS, NOTARISSE, AKTEVERVAARDIGERS, BOEDELBEREDDERAARS

Van Rensburg & Kie.

Tel: (021) 713-2100
Cell / Selfoon: 082-872-6340

E-pos / E-mail: Leon@vrlegal.co.za

Website: www.legalassistance.co.za / www.vrlegal.co.za

PO Box 249
BERGVLIET
7864

127 Main Road
BERGVLIET, 7945

Datum / Date: 21/08/26

U verw / Your ref:
Ons verw / Our ref: LJVR/pk

The Municipal Manager
Hessequa Municipality
Civic Centre
Van den Berg Street
RIVERSDALE
6670

By Hand & By Email

Via email: albert@hessequa.gov.za

Dear Sir,

OBJECTION TO THE ALIENATION OF A PORTION OF ERF 2080 RIVERSDALE

We refer to the above and confirm that we hereby submit an objection to the proposed alienation of a portion of Erf 2080 Riversdale on behalf of our clients, who are identified in the objection which is enclosed herewith.

Yours faithfully
VAN RENSBURG & CO

Per:
L J VAN RENSBURG

OBJECTION TO THE ALIENATION OF A PORTION OF ERF 2080 RIVERSDALE

INTRODUCTION:

1. This is an objection submitted by the legal representatives who act on behalf of objectors to the proposed alienation of Erf 2080 Riversdale ("*Erf 2080*"), by the Municipality of Hessequa ("*the municipality*").

2. The objectors to whom this objection relates are:

   2.1. Groen Hessequa, a voluntary association and juristic person with the main purpose of protecting and advancing the environment and green areas in the Hessequa Municipality;

   2.2. Riversdale Commercial Property and Business Owners ("*RCPBO*"), a voluntary association and juristic person with the main purpose of protecting and advancing local business and commercial property values in Riversdale;

   2.3. A list of individual objectors, marked as annexure "**A**" to this objection. Some of these individuals also submitted their own separate objections, and some of them are members of RCPBO.

   (Jointly referred to as "*the objectors*")

THE PURPOSE OF THIS OBJECTION:

3. This objection follows an invitation to the public to submit objections, published by the Municipal Manager in the local media in Hessequa. A copy of that notice, as published, is annexed as "**B**." This objection will be timeously submitted on 21 August 2026.

4. The objectors wish to record up front that they are not opposed to economic development and economic advancement of Riversdale, Hessequa Municipality, or the region as a whole. They welcome further businesses investing in Riversdale and the municipality, including other retail businesses and shopping chains such as Woolworths or Checkers (i.e. the standard tenants of the applicant which wants to develop on Erf 2080).

5. However, the objectors are steadfast in their opposition to the development of a large commercial shopping centre, or the suggested residential development on the portion of Erf 2080 that forms the subject of this matter.

6. There are sound reasons, both procedural and substantive in nature, which caused the objectors to conclude that it would be wrong for the municipality to approve of the alienation of Erf 2080, or to support the type of development that is proposed on that property.

DETAILS OF THE PUBLIC NOTICE TO OBJECT:

7. Annexure "**B**" records several relevant facts that must be taken into account in any decision-making pertaining to the alienation of Erf 2080. These facts are also

relevant for purposes of objections to the proposed alienation. The relevant facts are recorded below.

8. The municipality received an application from a representative of a private company, known as Dorpstraat Convenience Retail Investments (Pty) Ltd ("*Dorpstraat*"). The website of the municipality records that the application was received on 8 April 2026.

9. Dorpstraat wants to make a direct acquisition from the municipality of a portion of Erf 2080, in extent 37 170m^2 - Erf 2080 is 56 062m^2 in extent. It is not known which portion of Erf 2080 Dorpstraat wants to purchase, what extent thereof will remain, or what the remainder will be used for. Recordals on the website of the municipality suggest that the portion of Erf 2080 that Dorpstraat does not want to acquire, is the portion of land which is environmentally sensitive.

10. The purpose of Dorpstraat's proposed purchase of the land is the development of a large regional commercial shopping centre and unknown number of residential units – exact details of the proposed development were not provided. However, the details that are known, are extremely worrying and this will be further addressed below.

11. The specific portion of Erf 2080 that forms the subject of the Dorpstraat application is considered to be "*non-viable*" property, because of environmental factors that limit the development potential of the property in isolation – the environmental factors which are considered to be relevant by the municipality are addressed below. They are recorded on the municipality's website.

12. Because Erf 2080 is considered to be a "*non-viable*" property, the direct alienation thereof to Dorpstraat was approved in principle by the municipality, subject to a public participation process – the exact terms of the approval in principle are not known. Broad terms are listed on the municipality's website but are not recorded in the notice to the public (annexure "**B**").

13. The purchase price, based on the alleged reasonable market value of the property in question is R7 893 690 (excluding VAT). The website of the municipality indicates that two valuers were appointed to determine the value and the median between the two valuations will be accepted.

14. Dorpstraat is responsible for the following expenses - it is not known if these expenses are included in the purchase price. This is also addressed on the municipality's website:

    14.1. Relocation of the existing bowling greens and club house to an alternative municipal terrain, as approved by the municipality, but only if such land can be made available – there is no clear indication that relocation will be on a "like for like" basis (i.e. that the bowling greens will be of the same quality, as accessible as present, that the facilities will be comparable etc), or that the municipality has, or can make land available that can be provided for this purpose. The estimated cost of relocation is R3 million, and Erf 2180 Riversdale has been identified as a possible relocation site, but this is below the floodline.

14.2. The costs of a land use planning application, which will include an environmental impact assessment, subdivision, consolidation and rezoning.

14.3. The connection and upgrading of civil and electrical services.

14.4. Capital contributions and development costs.

SURROUNDING PROPERTIES TO BE INCLUDED IN THE PROPOSED DEVELOPMENT:

15. In 2011, the municipality sold a portion (14 709m^2) of Erf 2080 Riversdale (currently known as Erf 7648 Riversdale) to a private company, Meiprops Twee en Twintig (Pty) Ltd, for R640 000 (excluding VAT). This was done for the purpose of residential development. That development never happened.

16. In 2022, Meiprops sold Erf 7648 Riversdale to another private company, Propcan (Pty) Ltd, for R2 million. With hindsight, it is clear that this disposal of property has been to the financial detriment of the municipality and that the purpose of the development of 7648 was never achieved.

17. The information published on the website of the municipality indicates that Dorpstraat:

17.1. Has acquired options for the purchase of Erven 7648 and 2074 Riversdale, subject to the successful purchase of Erf 2080, on which it wants to do its proposed commercial development;

17.2. Will consolidate these properties into land with an extent of 54 097m^2 (i.e. more than five hectares);

17.3. Wants to develop a regional shopping centre of between 7500m^2 and 10 000m^2 on the three erven that it wants to acquire (Erven 2080, 7648 and 2074);

17.4. Will "consider" the development of residential units on the land, to address the housing shortage in Riversdale – there is no firm commitment in this regard.

ALLEGED NON-VIABILITY OF ERF 2080:

18. Various allegations have been made to allege that Erf 2080 is a so-called "non-viable" property, and this is advanced as the principal reason why that property should be disposed of without following any competitive process.

19. The website of the municipality records *inter alia* the following as reasons for classifying Erf 2080 as "non-viable:"

19.1. A portion of Erf 2080 Riversdale is not sufficiently suitable for the proposed development;

19.2. This development potential is limited, primarily due to the existence of a critical biodiversity area over a significant area of the land;

19.3. Access to Erf 2080 Riversdale is also limited which creates further challenges on the independent development of this property;

19.4. As a result, Dorpstraat must acquire all three properties (Erven 2080, 7648 and 2074) to make the proposed development viable for the purposes that Dorpstraat wants to achieve.

20. Accordingly, the above considerations make the portion of Erf 2080 Riversdale, and which Dorpstraat wants to acquire, a so-called non-viable property "... *when viewed in isolation.*"

21. The definition of a non-viable property in the municipality's Property Management Policy is the following:

> "***non-viable property***" *means Property that, owing to urban planning, physical constraints or extent cannot be developed on its own or function as a separate entity and that can therefore become functional only if used by an adjoining owner in conjunction with such owner's property.*"

22. Paragraph 21.4 of the municipality's Property Administration Policy reads as follows:

> "***Non-Viable Property***
> *"In respect of Non-Viable Property which can only be utilised by one adjacent landowner, a Property Transaction(s) may be approved without any competitive process having been followed, including in response to an unsolicited application, on the basis that no purpose would be served by a competitive process."*

REASONS GIVEN FOR THE IN-PRINCIPLE DECISION OF THE MUNICIPALITY:

23. The sale of Erf 2080 Riversdale to Dorpstraat that forms the subject of this objection, was recommended for approval by the municipality for the following three reasons:

    23.1. The development is dependent on access and integration of Erf 2080 with the abutting properties (Erven 7648 and 2074), in respect of which Dorpstraat has already reached agreements with the relevant private owners;

23.2. The specific location and access do not make it practical for alternative developers to realize the same development under similar circumstances;

23.3. The project requires a coherent development approach of all three abutting properties, which limits competitiveness in the market.

RELEVANTS FACTORS WHICH SUPPORTED THE RECOMMENDATION OF THE IN-PRINCIPLE DECISION TO ALIENATE ERF 2080

24. The website of the municipality indicates that the alienation and the development of Erf 2080 Riversdale was supported by the following relevant factors:

24.1. The alienation will have no significant economic or financial benefit for the municipality; and

24.2. Will contribute to sustainable local economic growth through new investments and business development within the municipal area.

LEGISLATIVE REQUIREMENTS:

25. The provisions of section 14 of the *Municipal Finance Management Act*, 56 of 2003 ("*the MFMA*"), demand that a municipality that wants to dispose of a capital asset, must take the following into account:

25.1. Section 14(1) - A disposal is prohibited, when the capital asset in question is "*... needed to provide the minimum level of basic municipal services ...*";

25.2. Section 14(2) - Disposal of the capital asset must be approved by the municipal council in a meeting open to the public;

25.3. Section 14(2)(a) – That municipal council meeting must decide on reasonable grounds that the asset is not needed to provide the minimum level of basic municipal services;

25.4. Section 14(2)(b) - That municipal council meeting must consider the fair market value of the asset and the economic and community value to be received in exchange for the asset.

25.5. Section 14(5) - Any transfer of ownership of a capital asset of a municipality in terms of subsection 14(2) must be fair, equitable, transparent, competitive and consistent with the municipality's supply chain management policy.

REASONS FOR OBJECTIONS TO THE ALIENATION OF ERF 2080:

(i) The question of "*non-viability*"

26. The issue of "non-viability" of Erf 2080 only arises because of the specific definition of that term in the municipal policies referred to above. That term does not in ordinary language have the definition referred to in the said policies, quoted above.

27. Erf 2080 is not non-viable as a park, a green area, a public space, or for the purposes indicated in the municipal spatial development framework.

28. The objectors argue strongly that Erf 2080 is of strategic value as a municipal property: It is a substantial municipal landholding of approximately 3.7 ha,

strategically located at the entrance to Riversdale and directly adjacent to the N2. It should not be regarded simply as surplus or underutilised municipal land.

29. The arguments that were formulated to support the allegation that Erf 2080 is a non-viable property are only made, because of the following:

    29.1. The argument proceeds from the false premise that a commercial development of a large regional shopping centre should occur on Erf 2080 and Erven 7648 and 2074.

    29.2. Dorpstraat acquired options to purchase Erven 7648 and 2074.

    29.3. The commercial development that Dorpstraat wants to pursue cannot be done only on the portion of Erf 2080 which it wants to purchase, inter alia because of environmental considerations and biodiversity on the rest of that property.

    29.4. Access to the proposed development will be better achieved from Erven 7648 and 2074.

30. The above false premise, which led to the conclusion that Erf 2080 is non-viable, is based on a fallacy. There is no proven reason, either based on economics, or any other reason, why a large regional shopping centre should be developed on Erf 2080.

31. Any environmental assessment should precede alienation of Erf 2080 - The actual development envelope, environmental constraints, mitigation requirements and environmental authorisation should be established before the municipality

disposes of this property, rather than transferring the property first and leaving these fundamental matters to Dorpstraat, whose business model is not environmental protection, but the development of shopping centres.

32. The municipality should distinguish between land which is unsuitable for Dorpstraat's preferred development intentions, and land which has no independent development potential.

33. The mere fact that Dorpstraat acquired an option over two abutting properties does not establish that the municipality should sell Erf 2080 to Dorpstraat, as a specific developer, or that alternative development configurations are not possible.

34. Other surrounding property owners may potentially benefit from the retention, consolidation or future coordinated development of Erf 2080. The municipality should not allow the strategic value of its land to accrue primarily to one private developer without considering alternative development opportunities and/or potential beneficiaries. At this time, the objectors are of the view that Erf 2080 must be retained as a park, and serve the purpose that it has for a century.

35. Erf 2080 already has access. The existence of an access arrangement and/or access needs for a specific development that Dorpstraat wants to pursue undermines any suggestion that Erf 2080 is inherently inaccessible or non-viable.

36. As a result, there is no rational reason to allege objectively that Erf 2080 is "non-viable.

(ii) The absence of a competitive process

37. The notice to the public (annexure "**B**") and the information published on the municipality's website Indicates that if the proposal is positively finalised and implemented in favour of Dorpstraat, then it will become the owner of Erf 2080, without having followed a competitive process.

38. The absence of a competitive process is justified, only because of the alleged "*non-viability*" of Erf 2080.

39. The report that recommended the approval in principle by the municipality, that Erf 2080 should be alienation to Dorpstraat on a non-competitive process acknowledges that the requirements of section 14(5) of the MFMA must be satisfied. Section 14(5) reads as follows:

> *"Any transfer of ownership of a capital asset in terms of subsection (2)[1] or (4)[2] must be fair, equitable, transparent, competitive and consistent with the supply chain management policy which the municipality must have and maintain in terms of section 111."*

40. Erf 2080 is undoubtedly a capital asset as contemplated by the provisions of section 14(5) of the MFMA.

41. The policies of the municipality, referred to above, from which the use of the term "non-viable" derive, and which term is being applied in this matter to justify a non-

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[1] This relates to capital assets that are not required for a basic level of municipal services and which are approved by a municipal council

[2] This relates to movable assets, the disposal of which may be delegated to a municipal official

competitive process, cannot conflict with national legislation, such as the MFMA, or be used in a manner to undermine the clear meaning of section 14(5).

42. There is also nothing in the Asset Transfer Regulations, 2008 which undermines the provisions of section 14(5) in this regard.

43. In other words:

43.1. The in-principle decision of the municipality to alienate Erf 2080 to Dorpstraat on an uncompetitive basis conflicts with the clear text of section 14(5) of the MFMA; and

43.2. It is not legally possible for the municipality to dispose of Erf 2080 without a competitive process. The MFMA prohibits it.

(iii) Minimum level of basic municipal services

44. The information published on the municipal website indicates that Erf 2080 does not relate to the provision of municipal services. This is incorrect.

45. Erf 2080 has been a green lung and a municipal park of the town of Riversdale for a century (i.e. since 1926). It is known as Jurisch Park. The alienation of Erf 2080 would permanently remove a substantial portion of Jurisch Park from public ownership. The park has recreational, environmental, civic and historical value and forms an important green gateway to Riversdale.

46. Specific functions and powers are listed for municipalities in Part B of Schedules 4 and 5 of the *Constitution of the Republic of South Africa*, 1996 ("*the Constitution*").

47. "Local amenities" and "municipal parks and recreation" are specific functions assigned to the municipal sphere of government, as municipal functions to be performed by municipalities in terms of Part B of Schedule 5 to the Constitution.

48. In other words, the creation, maintenance, funding and ensuring the sustainability of local amenities (such as Jurisch Park that exists on Erf 2080), and municipal parks, is the duty of the municipality and constitutes a basic municipal service that Hessequa Municipality is compelled to render to its residents.

49. The alienation of land that has been a public park for the better part of a century, so that a regional shopping center can be developed on that land by a private developer, is not a municipal function assigned to the municipality in terms of the Constitution. While the municipality can sell land under specific circumstances, it can only do so, if it can meet the requirements of section 14(1) of the MFMA, which reads as follows:

> *"A municipality may not transfer ownership as a result of a sale or other transaction or otherwise permanently dispose of a capital asset needed to provide the minimum level of basic municipal services."*

50. Jurisch Park has been used to provide the basic municipal service of a "local amenity" and a "public park" to the residents of Hessequa Municipality and its predecessors since at least 1925. There is simply no evidence to show that the requirements of section 14(1) of the MFMA:

    50.1. Can be met;

50.2. Have at all been properly considered – in fact the indications are that they were improperly comprehended; or

50.3. That Erf 2080 does not provide a "*minimum level of basic municipal services*" as a local amenity and a municipal park, in terms of Part B of Schedule 5 of the Constitution.

51. There may be a need for a broader precinct assessment: Erf 2080 should be considered together with the surrounding properties, existing development, vacant and underutilised buildings, the town centre of Riversdale, the N2 and municipal infrastructure. The future of Erf 2080 should not be determined solely by one private development proposal.

52. The objectors maintain that Erf 2080 should continue to serve the purpose of a municipal park, as it has been doing for a century. The municipality has a legal duty to perform the basic municipal service of maintaining it as a local amenity and a municipal park for the benefit of all the residents and ratepayers of Hessequa Municipality.

(iv) Economic viability and impacts

53. It is well known, across the free economic world, that the development of malls and shopping centers outside of historic town centers, often cause economic degradation, the loss of economic viability within historic town centers and urban decay in those centres.

54. Riversdale is a middle-sized town, and the principal town of the Hessequa Municipality. Its town centre is where most economic activity takes place. Many of its residents and established businessmen and women have established their homes and their businesses around the town centre. The town centre forms the nuclear point around which most development in Riversdale has taken place.

55. The establishment of a large regional shopping centre, away from the town centre, and close to the N2 will, as a major commercial node on the edge of N2 undoubtedly:

    55.1. Pull many established businesses away from the town centre, to move their business to the new regional shopping centre;

    55.2. Draw spending power away from the town centre, toward the new regional shopping centre;

    55.3. Cause large numbers of shoppers and residents to go to the shopping centre, rather than to the town centre, for purposes of shopping, purchases and local economic activities;

    55.4. Result in a deterioration of market values of existing commercial properties inside of the town centre;

    55.5. Increase the risk of commercial vacancies in commercial properties which are currently occupied.

56. The above factors are true risk factors which have not been taken into account by the municipality, before it took the in-principle decision to alienate Erf 2080, for

purposes of establishing a large regional shopping centre, partly on Erf 2080, to serve the commercial interests of a single developer, which has national commercial interests, that do not necessarily align with the best interests of the Hessequa Municipality, its residents, or its local businesses.

57. Existing businesses in the town centre of Riversdale stand to be harmed economically by the decision of the municipality in this regard, and the prejudicial economic consequences of what is proposed relating to the alienation of Erf 2080, as recorded above, will become unavoidable. In this regard, Annexure **"C"** to this objection contains photographic evidence of various towns outside of metropolitan areas in the province. It shows visual evidence of the degradation of the central business districts of those towns, which often follows as a result of economic development away from the historic town centres. This should be avoided in Riversdale.

58. It is not in the interest of the town of Riversdale, or its residents, that the in-principle decision be confirmed by the municipality.

59. If the municipality wants to consider proceeding with the in-principle decision, then at the very least an economic study should be conducted, by recognised economists with experience in this type of study, to show scientifically what the economic impacts are expected to be on the following:

    59.1. Existing businesses and commercial premises within the town Centre of Riversdale;

59.2. Shopping patterns and spending patterns of economic earnings within Riversdale, should a large shopping centre be developed on Erf 2080;

59.3. The impacts on traffic when large numbers of people are drawn to the new regional shopping centre, away from existing commercial nodes and business;

59.4. The economic sustainability of the town centre of Riversdale and the expected degradation that will happen, should this decision be implemented, including the loss of property values;

59.5. The broader implications for roads, N2 access, traffic, electricity, water, sewer, stormwater, public transport and other municipal infrastructure should be properly assessed. Replacing large areas of permeable parkland with buildings, parking and roads will increase hardened surfaces and stormwater runoff. Existing stormwater pressures and floodline constraints in the area warrant proper investigation before alienation. Developer-funded infrastructure upgrades do not necessarily eliminate the wider municipal and cumulative impacts;

59.6. The proposed development of Erf 2080 requires the relocation of existing bowling green facilities and associated infrastructure, creating additional public and municipal implications that should be fully considered before disposal. There is no duty, and neither should there be on existing residents and ratepayers to spend once cent, through municipal expenditure, on relocating existing facilities (that are well-located on Erf

2080), for the financial benefit of a large commercial shopping centre developer;

59.7. The proposed development conflicts with applicable spatial planning policy: The proposed alienation and subsequent development of Erf 2080 should be assessed against the municipality's applicable spatial planning framework, including the relevant SDF and spatial policies for Riversdale. This should happen before any decision is taken about the alienation of Erf 2080, and not after such a decision is taken or implemented;

59.8. The greater impacts on municipal finances and economic development, when the town centre of Riversdale is economically prejudiced by the development of a large regional shopping centre outside of town.

60. The establishment of a regional shopping centre is not in the best interests of Riversdale, or the Hessequa Municipality. The municipality's own internal report that recommended the in-principle decision that led to this objection, indicates that the proposed alienation of Erf 2080 will **not** provide a material economic or financial benefit to the municipality. The permanent disposal of Erf 2080 as a major assets of the municipality, which serves a different purpose than commercial interests, requires considerably stronger justification when weighed against its long-term public and strategic value, especially as a local amenity and a municipal park.

61. The interests of Dopstraat do not align with the best interests of the municipality, local residents, ratepayers, businesses or other local interests in Riversdale.

Before facilitating substantial new commercial floor space away from the town centre, the municipality should consider existing vacant, underutilised and redevelopment opportunities within the town centre, the town of Riversdale and assess the potential cumulative impact on existing businesses, commercial vacancies, property values and rentals. This has not happened and the current cycle of public participation does not allow for such to happen, either.

62. Furthermore, public consultation should not be limited to written notices in the local media. Public meetings should be held where the public is able to engage with decision makers in person, including public representatives, and where the mood of the public can be measured, before a very important decision which will impact the future of the municipality as a whole, is taken.

63. In any event, the one-month time period for written submissions does not meet the requirements of public consultation within the context of an important meeting such as this. Much longer and wider public consultation must be followed.

CONCLUSION:

64. Once Erf 2080 is sold and/or developed, it cannot realistically be recovered for future municipal purposes. The municipality should retain the land until its optimal long-term use and strategic role have been properly established. The objectors respectively believe that there is broad-based support for the retention of Erf 2080 as Jurisch Park, which is a well-established and long-standing local

amenity and municipal park. It has served the residents of Riversdale for a century and should continue to do so.

65. For all the above reasons, the in-principle decision of the municipality should not be confirmed and should be revoked.

66. The legal representatives of the objectors hereby specifically request the right to make oral representations to the decision makers prior to any final decision being made in respect of the alienation of Erf 2080, or any other decision which may prejudice the rights and/or interests of the objectors.

Dr LJ van Rensburg

Attorney for the objectors

21 August 2026

ANNEXURE A

POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERENR.	KONTAKNR.	HANDTEKENING
1	EXCLUWIN PROPERTIES (PTY) LTD, HOOFSTR. 27, RIVERSDAL, 6670	7724	0829235860	
2	EXCLUWIN (PTY) LTD T/A RIVERSDAL SUPERSPAR, HOOFSTR. 27, RIVERSDAL, 6670	7724	0829235860	
3	EXCLUWIN LIQUORS (PTY) LTD T/A RIVERSDAL TOPS, HOOFSTR. 27, RIVERSDAL, 6670	7724	0829235860	
4	TRENDS CAFÉ (PTY) LTD, MITCHELLSTR. 25, RIVERSDAL, 6670	2049	082 840 4769	
5	VINTAGE PROPERTY INVESTMENTS (PTY) LTD T/A NEDBANK BUILDING, NEDBANK & CHRISTI OLIVIER ATTORNEY, HOOFSTR 26, RIVERSDAL, 6670	4403	082 443 1740	
6	BELLA DONNA (PTY) LTD T/A ABSA BUILDING, ABSA & HESSEQUA MUNICIPALITY, DICKSONSTR. 2, RIVERSDAL, 6670	2902	082 443 1740	
7	BELLA DONNA (PTY) LTD T/A ACKERMANS, JADE STORE, BRANDCHEM, MEDIDAL PHARMACY, BARRYSTR. 27, RIVERSDAL, 6670	2901	082 443 1740	
8	BELLA DONNA (PTY) LTD T/A FNB & PEP HOME, KERKSTR 31, RIVERSDAL, 6670	7189	082 443 1740	
9	BELLA DONNA (PTY) LTD T/A RIVERSDAL NEDERSETTING	230	082 443 1740	
10	BELLA DONNA (PTY) LTD T/A RIVERSDAL NEDERSETTING	21	082 443 1740	
11	BELLA DONNA (PTY) LTD T/A RIVERSDAL NEDERSETTING	266	082 443 1740	
12	JCS EIENDOMSTRUST, HOOFSTRAAT 6, RIVERSDAL, 6670	5758	082 443 1740	
13	JCS EIENDOMSTRUST, ZEEKOEGAT, RIVERSDAL, 6670	207043	082 443 1740	
14	JCS EIENDOMSTRUST, FRITZ GRUB SINGEL, RIVERSDAL, 6670	4364	082 443 1740	
15	JCS EIENDOMSTRUST, WARDENSTRAAT 2 & 4, RIVERSDAL, 6670	7709	082 443 1740	
16	ADRIE SWART, DENNELAAN 8, JONGENSFONTEIN, 6675	648	082 787 5687	
17	A&A TRUST, VAN ZYLSTRAAT 3, RIVERSDAL, 6670	2031	082 443 1740	
18	A&A TRUST, VAN RIEBEECKSTR. 31, RIVERSDAL, 6670	4269	082 443 1740	
19	A&A TRUST, JOUBERTSTR. 4, RIVERSDAL, 6670	2637	082 443 1740	
20	JC SWART, BELLSTR. 11, RIVERSDAL, 6670	2784	076 658 2484	

POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR	KONTAKNR	HANDTEKENING
1	HESSEQUA RAADGEWENDE INGENIEURS: 22 HEIDELBERG ROAD, RIVERSDALE	2271	083 447 9297	
2	SE PEPLER: 3 MALVASTREET, RIVERSDALE	5365	083 447 9297	
3	RIVERSDAL HARDEWARE EN VERF (JACKS PAINT), BARRYSTR 28, RIVERSDAL, 6670	2895	028-7131671	
4	JACO VAN DYK TRUST (GERHARDUS JACOBUS VAN DYK), LE ROUXSTRAAT 1A, RIVERSDAL, 6670			
5	EMWI HANDELAARS T/A NIEU SCRIPT BK, MITCHELLSTR 9, RIVERSDAL, 6670	2910	028-713205	
6	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	3882	082 783 9029	
7	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	4509	082 783 9029	
8	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	7776	082 783 9029	
9	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	2034	082 783 9029	
10	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	2911	082 783 9029	
11	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	6728	082 783 9029	
12	ROYAL HOTEL RIVERSDAL, PROTEASTR 32, RIVERSDAL, 6670	2093	082 783 9029	
13	GEEL MOSSIE, LANGSTR 23, RIVERSDAL, 6670		072 305 3318	
14	HESSEQUA FIRE ENGINEERING, LANGSTR 23, RIVERSDAL, 6670		072 530 2723	
15	HAPPYNEST @GARDENROUTE GUEST UNIT, LANGSTR 238, RIVERSDAL,6670		072 530 2723	
16	M.P. Oosthuizen Trust	2943	0637449323	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Cheaper 4U Supermarket / Jan/Jay	45 BARRY STREET	0749019286	[illegible]
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Cyrille Kuebay – Discount Fashion Store	Mikhelle Streetos	0731190017	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Lee , shop move store	37 Church Street	0799919000	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Kekkel & Kraai	Kerkstraat 45.	083 5611 094	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	ENYA'S COFFEE HOUSE	7761	0287132522	
2	JH LOUWRENS	3787	0287132522	
3	HENK & SEUNS BELEGGINGS	7794	0287132522	
4	HENK & SEUNS BELEGGINGS	5838	0287132522	
5	HENK & SEUNS BELEGGINGS	2140	0287132522	
6	IMANO BELEGGINGS	4458	0287132522	
7	IMANO BELEGGINGS	4390	0287132522	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	AUGUSTA LOUISE MAUHERBE	3053	0847777276	/ H. L. Mau
2	KOS HANDEL			
3	OU TRONK RIVERSDAL.			
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT		ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Oakhurst Gastehuis		2295	082 492 7459	
2	W.T. Boerdery	W.T.J.V.R	~~27~~ 2097	"	
3	Klokal Grassnyers		2925	"	
4	Nainkin Produkte		5396	"	
5	Barry ~~sk~~. 13	S.J.V.R	7199	"	
6	Huis La - Rochelle		2766	"	
7					
8	1 - 3 → Willie Janse v Rensburg			"	
9					
10	4 - 6 → Jacobus Johannes J. v Rensburg			082 903 4982	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Kromhout Trust, TM 5666	2945	0824 571779	
2	Agri Daing (Pty) Ltd 1999/004776/07 Pbas 653		0824 571779	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	M Briers Landboudienste (PTY) LTD	4270	082 590 4979	
2	MBL Property	4357	082 590 4979	
3	MBL Property	4099	082 590 4979	
4	Enya's Coffee House	2852	082 590 4979	
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POTENSIËLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIËLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	RIVERSDAL BERGTOINGS	4513	W TRUTER	
2	RIVERSDAL BERGTOINGS	7198	W TRUTER	
3	LEATHER & LEAF	7198	H TRUTER	
4	DELIHAUS	7198	P TRUTER	
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POTENSIëLE VERKOOP VAN JURISCH PARK:
RIVERSDAL KOMMERSIëLE EIENDOMSEIENAARS EN BESIGHEIDSEIENAARS

	NAAM VAN ENTITEIT	ERFNR VAN TOEPASSING	KONTAKBESONDERHEDE	HANDTEKENING
1	Kingsley	6751.	072 284 4556.	
2	3e Riversdal	4406.	0790183121	
3	JADE LIQUOR STORE	ERF 6749	0835435110	
4	JADE HARDWARE	6734	0730441087	
5	JADE SUPERMARKET	ERF 6749	" "	
6	JADE STORES (PTY) LTD	2901.	" "	
7	Blue Bottle Liquors	3180	071 591 6220	
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ANNEXURE B

HESSEQUA
Plaaslike Munisipaliteit

VERHURING EN VERVREEMDING VAN MUNISIPALE EIENDOM

Kennis geskied hiermee ingevolge die voorskrifte van die Wet op Plaaslike Regering: Munisipale Finansiële Bestuur, 2003 (Wet No. 56 van 2003), saamgelees met die Munisipale Bate Oordrag Regulasies, 2008 (R 878 van 2008), sowel as die Wet op Plaaslike Regering: Munisipale Stelsels, 2000 (Wet No. 32 van 2000), dat die munisipaliteit van voorneme is om die onderstaande munisipale eiendomme aan die volgende persoon / instansie te verhuur of te verkoop:

VERHURING

AAN-SOEKER	EIENDOMS-BESKRYWING	DOEL	HUURBEDRAG (BTW UITGESLUIT)	HUUR-TERMYN
Willem Salmon	'n Gedeelte (ongeveer 1500 vk.m) van Erf 1410, Heidelberg.	Die huurder is van voorneme om 'n staalstruktuur op die eiendom op te rig vir die vervaardiging, diens en herstel van staalprodukte en landbou-implemente.	Die huurbedrag sal deur 'n gekwalifiseerde waardeerder bereken word.	9 jaar en 11 maande.

VERKOOP

AAN-SOEKER	EIENDOMS-BESKRYWING	DOEL	KOOPSOM (BTW UITGESLUIT)
Dorpstraat Convenient Retail Investments (Edms) Bpk	'n Gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal bekend as Jurisch Park.	Die munisipaliteit het 'n aansoek van die verteenwoordiger van Dorpstraat Convenient Retail Investments (Edms) Bpk ontvang vir die direkte aankope van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal vir die ontwikkeling van 'n kommersiële winkelsentrum en residensiële wooneenhede. Die spesifieke eiendom word as nie-lewensvatbare eiendom beskou en derhalwe is die direkte vervreemding in beginsel goedgekeur, onderhewig aan die publieke deelname proses. Die rede waarom die eiendom as nie-lewensvatbaar beskou word is weens die omgewingsfaktore wat die ontwikkelingspotensiaal van die eiendom in-loplasis, beperk.	Die koopsom, gebaseer op die billike markwaarde van die eiendom, beloop die bedrag van R 7 893 690.00 (BTW uitgesluit). Die aansoeker is verantwoordelik vir die volgende kostes: 1) Hervestiging van die bestaande rolbalbane en klubhuis op 'n alternatiewe terrein, soos deur die Munisipaliteit goedgekeur. 2) Die grondgebruikaansoekkostes welke insluit 'n omgewingsimpakstudie, onderverdeling, konsolidasie en hersonering. 3) Die aansluiting tot en opgradering van siviele en elektriese dienste. 4) Kapitaalbydraes en ontwikkelingskostes.
NVT	'n Gedeelte (ongeveer 9904 vk.m) van Erf 2015, Riversdal.	Die munisipaliteit is van voorneme om ses erwe met 'n grootte van 1650.66 vk.m per ert in die industriële area te Riversdal te verkoop by wyse van 'n openbare veiling. Die totale grootte van die area beloop 9904 vk.m.	Die billike markwaarde van die erwe (1650.66 vk.m) wissel tussen R750 000.00 en R880 000.00 (BTW uitgesluit), gebaseer op die waardasie verslae. Die kopers sal verantwoordelik wees vir die volgende kostes: 1) Die grondgebruikaansoekkostes welke insluit 'n omgewingsimpakstudie, onderverdeling, konsolidasie en hersonering na Nywerheidsone 2) Die aansluiting tot en opgradering van siviele en elektriese dienste. 3) Kapitaalbydraes en ontwikkelingskostes.

Enige belanghebbende of geaffekteerde party word hiermee uitgenooi om: Soortgelyke of alternatiewe voorstelle vir die voorgestelde verhuring / vervreemding van die eiendom in te dien, en/of enige besware, kommentare of vertoë rakende die voorgestelde verhuring / vervreemding van die eiendom op die bogenoemde bepalings en voorwaardes in te dien.

Skriftelike besware, kommentare, vertoë of alternatiewe voorstelle moet die kantoor van die Munisipale Bestuurder voor of op **Vrydag, 21 Augustus 2026, om 12:00** bereik. Besware, kommentare, vertoë of alternatiewe voorstelle kan per hand afgelewer word by enige van die Munisipale kantore, kan gepos word aan die Munisipale Bestuurder by Posbus 29, Riversdal, 6670 of kan per e-pos versend word aan albert@hessequa.gov.za. Persone wie nie kan skryf nie, kan die Munisipale kantoor tydens kantoor ure bespek waar 'n amptenaar u sal help om u kommentaar of beswaar op skrif te stel.

Besware, kommentare, vertoë of voorstelle wat na die sperdatum ontvang word, sal nie oorweeg word nie. Verdere inligting is beskikbaar op die munisipale webtuiste by www.hessequa.gov.za of kan bekom word by Mnr Albert Kleynhans by 028 713 8000, of per e-pos by albert@hessequa.gov.za.

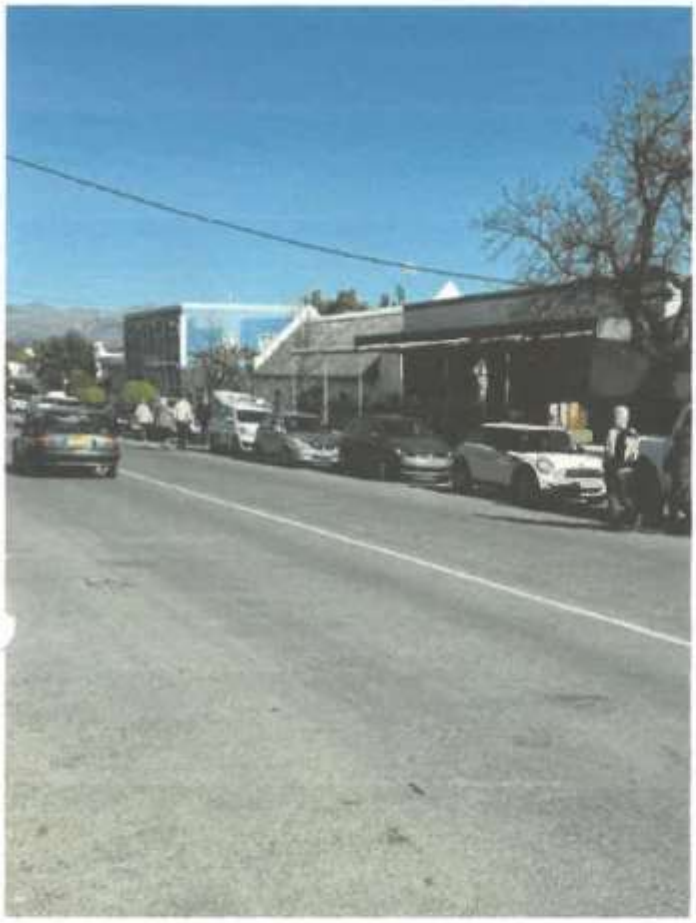
An English version of this notice can be requested at albert@hessequa.gov.za

ALBERTUS STEPHANUS ABRAHAM DE KLERK
MUNISIPALE BESTUURDER

ANNEXURE C

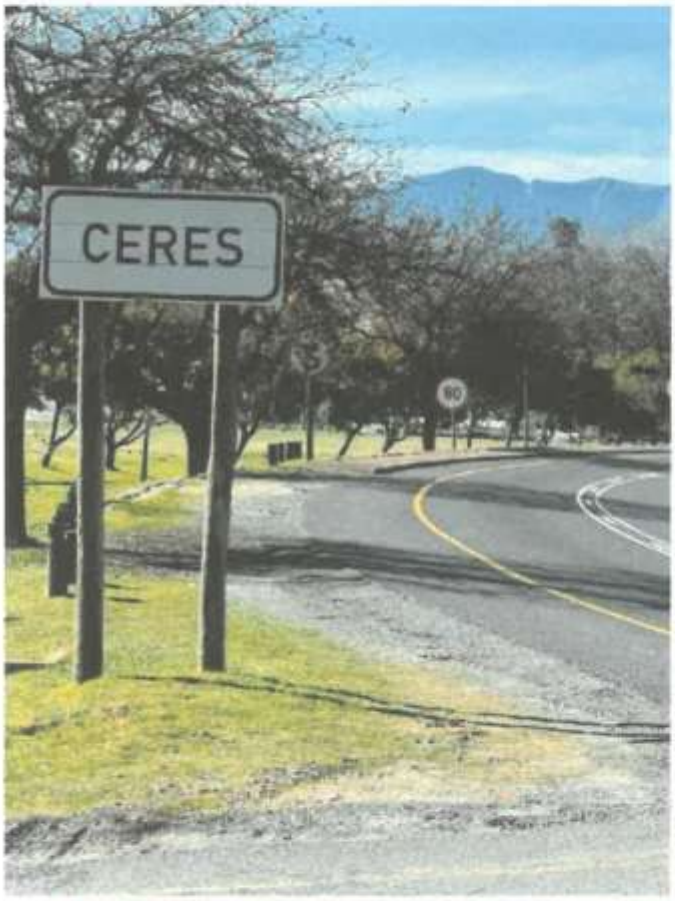
Tulbagh:

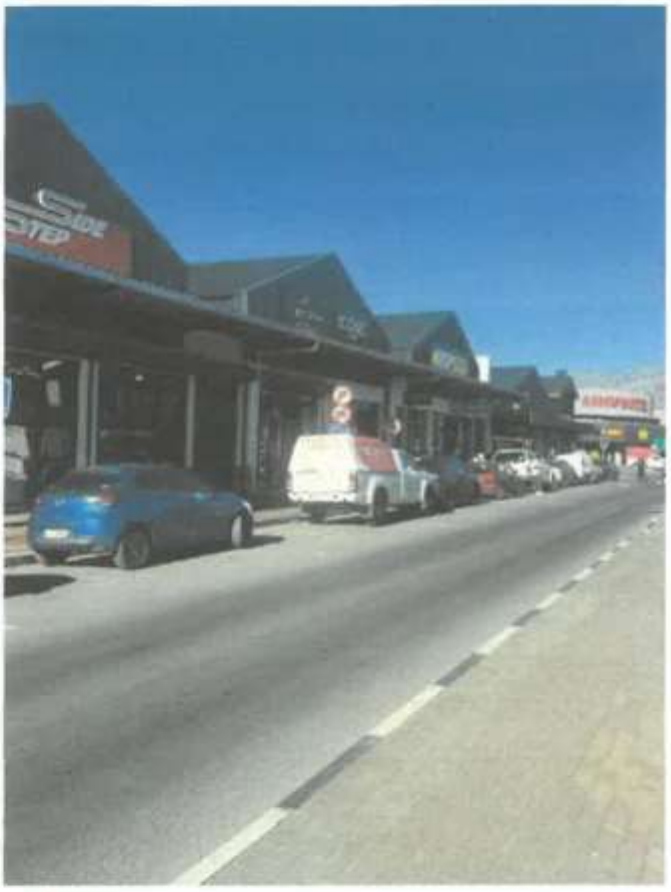
- A concentrated CBD with no shopping centres outside the town
- Neat, clean & well maintained
- Lots of small, family owned local businesses
- The strong CBD attracts locals and non-locals alike to come into the town



Ceres:

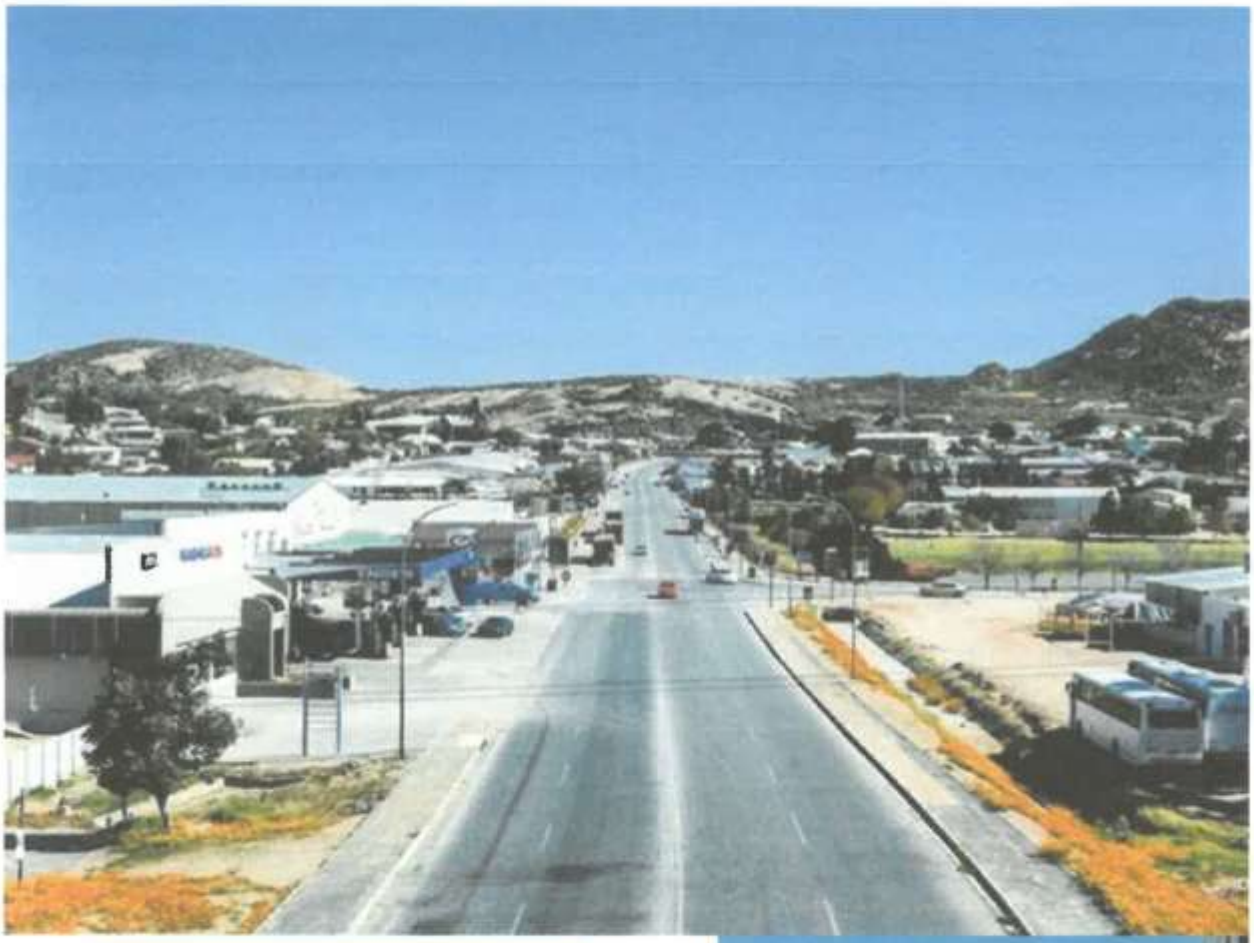
- A thriving CBD with no shopping centres on the outskirts
- Neat, clean & well maintained CBD
- This CBD caters to all the residents of the town

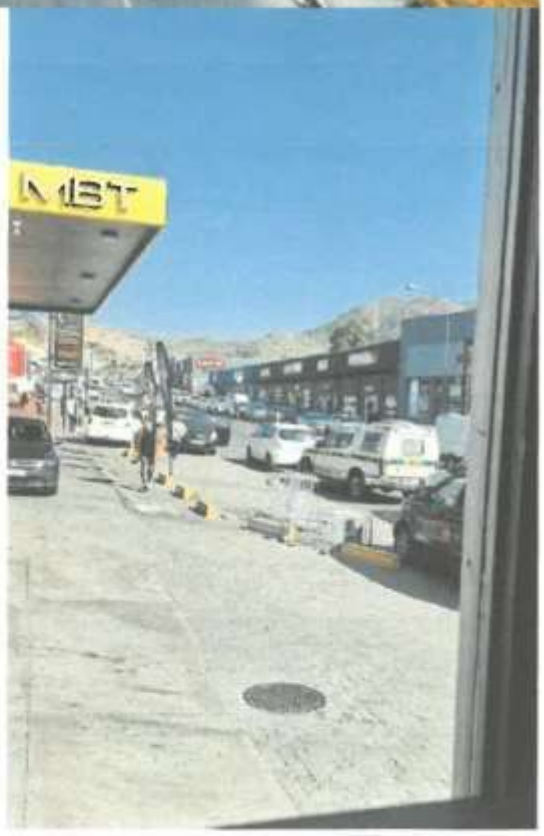




Springbok:

- The Checkers shopping centre is in the CBD
- The centre pulls in shoppers from the surrounding areas and has made the town the hub
- This thriving CBD has kept the town thriving





Swellendam:

- A town which has 3 retail hubs all within the CBD
- Local jobs and businesses are supported by the people who are attracted to the town through its CBD
- The town has embraced a circular economy with the CBD bringing money into the town that benefits the town and its community
- The CBD is neat, well maintained and clean

But what happens when the Heart of the Town moves away?

Shopping Centre Developed on Edge of Town -> Passing Traffic no longer entering CBD -> National Retailers Relocate -> Foot Traffic Declines -> Struggling Independent Businesses

Struggling Independent Businesses -> Restaurants Close -> Vacancies increase -> Rental Income Falls -> Buildings become Neglected -> Property Values Declines -> Increased crime & vandalism -> Residents lose Confidence -> Families move away

Families leave -> Schools lose enrolment -> **Town begins to Decline**

A town seldom dies overnight. It declines one empty shop, one vacant building and one lost local business at a time. When commercial activity moves to the outskirts, that decline often begins at the very heart of the town.
These Centres are very often built just outside the entrance of the town, which immediately cuts off any passing by traffic from entering the town and the CBD.

When the community increasingly travels outside the CBD, that spending is removed from the local economy. Over time, this weakens the businesses that have invested in the town centre, reduces employment opportunities and makes it more difficult for the CBD to remain vibrant and sustainable.

Towns that illustrate how commercial activity shifting to the edge of town can contribute to the decline of the CBD:

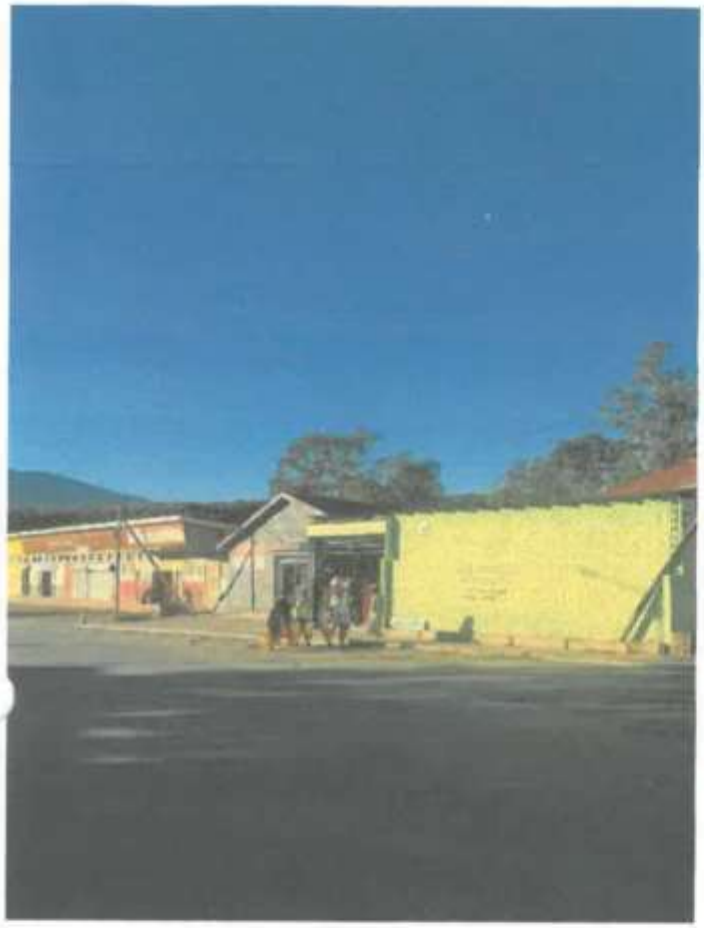
The following towns serve as reminders that planning decisions made today can shape the economic and social trajectory of a community for decades to come.

These towns show how commercial activity shifting away from the CBD can trigger and coincide with declining investment, reduced foot traffic and deterioration of the town centre.

While every town has its own unique circumstances, the recurring pattern is difficult to ignore:

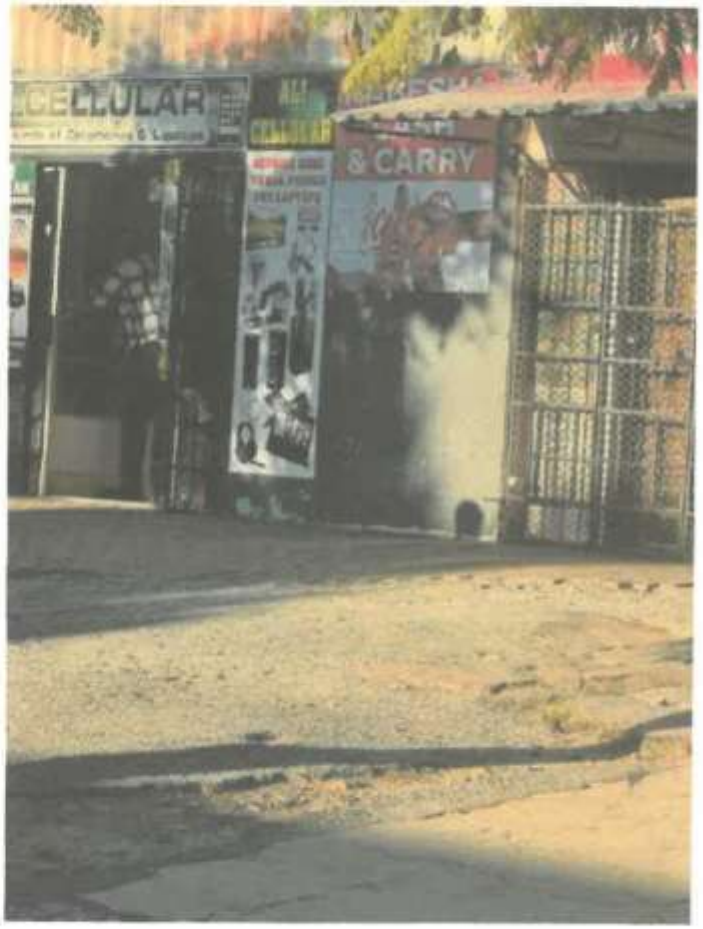
De Doorns:

- One of the wealthiest farming communities in the country
- A prime example of the decline of the local economy when money increasingly flows out of the community
- This is due to opening of the mall in Worcester
- The closest shopping hub is now over 25km away (in Worcester)
- A complete collapse of a town, with properties having lost almost all of their value



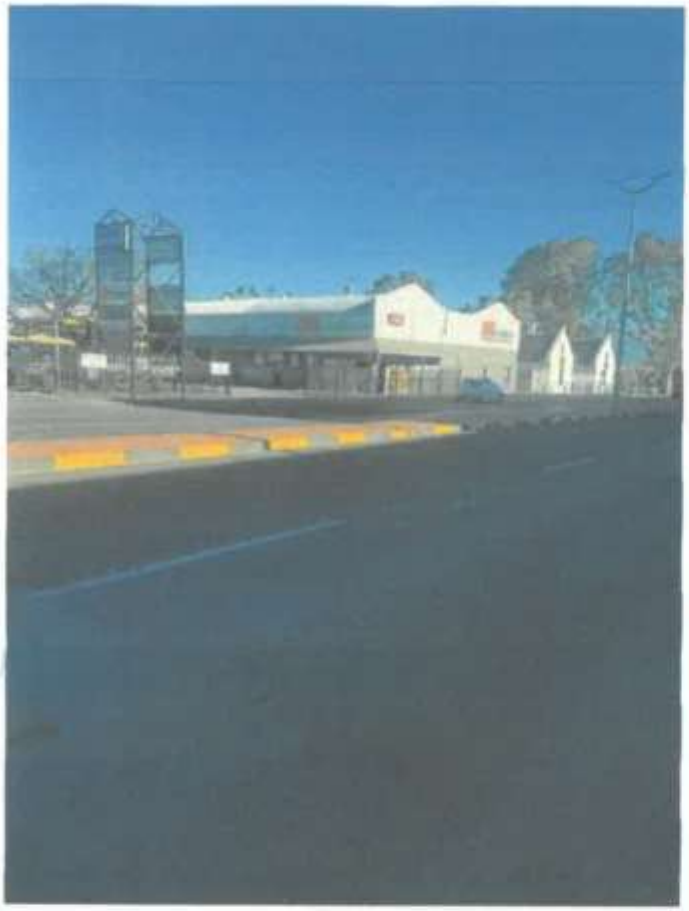
CENTRAL
FISHERIES

Y SHOP


CELLULAR
& CARRY

Worcester:

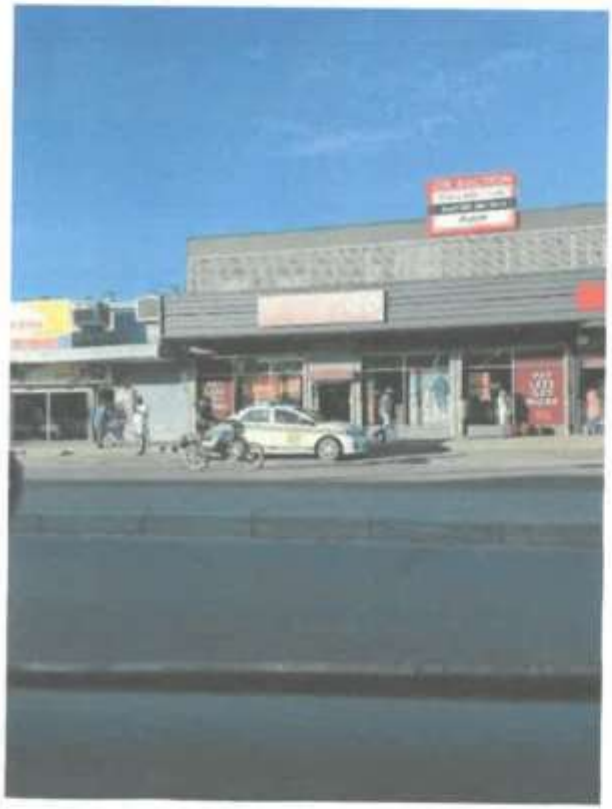
- Mountain Mill Mall outside of the town
- Once a thriving CBD but all national tenants have shifted out into the mall
- Independent long standing family owned businesses have closed down, such as Dros
- The CBD is deserted with very little vehicle traffic entering the CBD
- Prominent street hawkers and vagrants
- The limited industrial businesses have replaced traditional retail businesses in the CBD



Hi-Q

Paarl:

- Despite being a growing town, numerous malls are being developed on the periphery and outskirts of the town and not in the CBD
- An increased number of armed robberies in a previously thriving CBD
- Restaurants have closed and multinationals have left
- No more family outings in the CBD
- Buildings stand empty



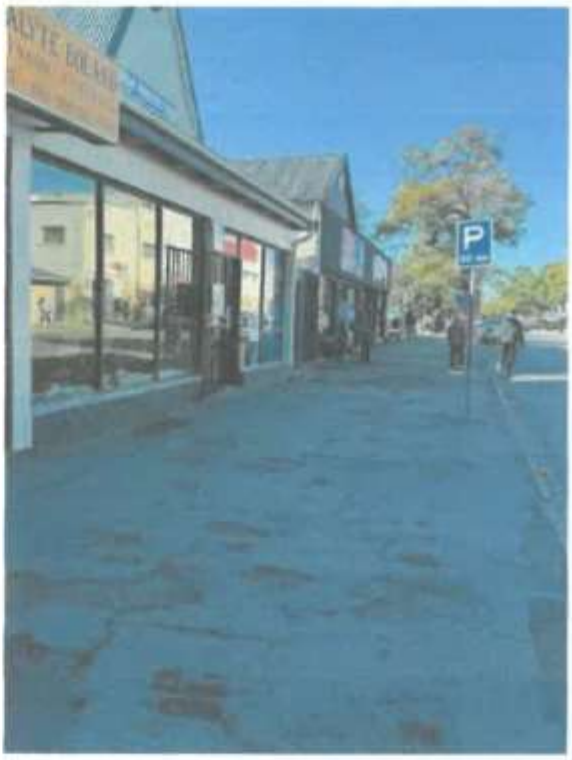
MEAT MARKET

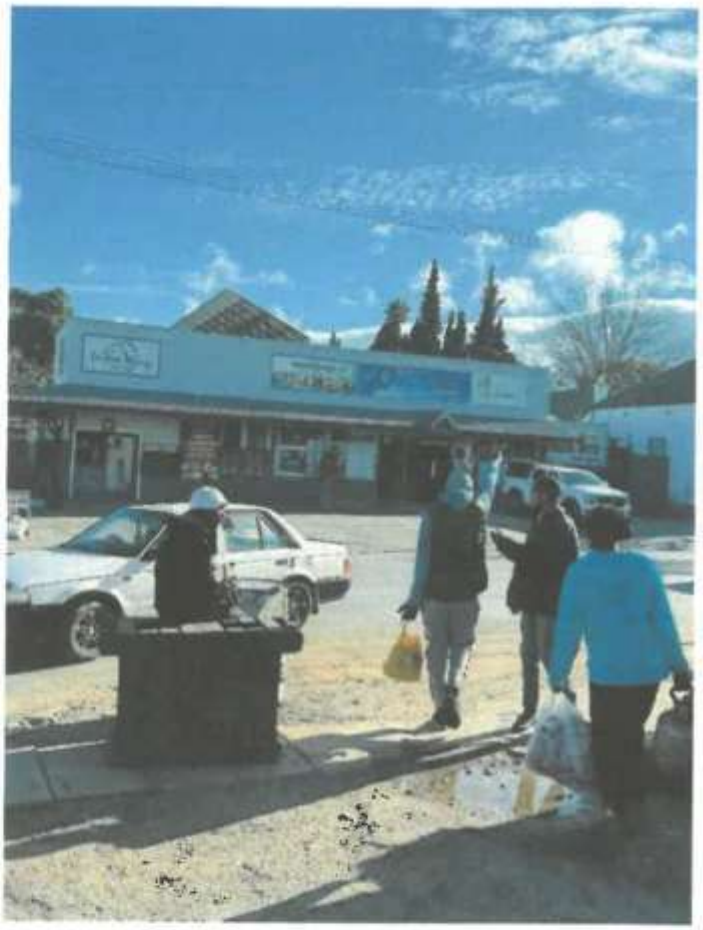
RITE MEAT

R5 Store

Robertson:

- Mall is on the outskirts of town
- The town was also a once thriving CBD - but now rife with poor maintenance
- Landlords have been intimidated to vacate their buildings resulting in the untenanted buildings being highjacked
- Informal tenants add no value to the buildings and property
- Buildings now stand empty
- The CBD attracts no outside traffic and restaurants & family owned businesses have now shifted out the CBD
- Pepkor & TFG have expressed their reluctance in renewing their leases in the CBD
- A once thriving CBD is now empty and deserted on a Saturday morning





Albert Kleynhans

From:	Esme Petersen <esmepetersen2704@gmail.com>
Sent:	Friday, 21 August 2026 09:28
To:	Albert Kleynhans
Subject:	BESWAAR TEEN DIE VOORGESTELDE VERKOOP, VERVREEMDING EN HERSONERING VAN JURISCH PARK, RIVERSDALE

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Aan:
Die Munisipale Bestuurder
Hessequa Munisipaliteit
Riversdale

Onderwerp: Formele beswaar teen die voorgestelde vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdale (Jurisch Park), vir die oprigting van 'n kommersiële besigheidsentrum

Geagte Munisipale Bestuurder en Lede van die Munisipale Raad

Ek dien hiermee my formele en ernstige beswaar in teen die voorgestelde verkoop, vervreemding en hersonering van 'n gedeelte van Jurisch Park in Riversdale vir die ontwikkeling van 'n kommersiële besigheidsentrum.

Ek wil dit van die begin af duidelik stel dat my beswaar nie beteken dat ek teen ontwikkeling, ekonomiese groei, nuwe besighede of werkskepping is nie.

Ek verstaan dat Riversdale moet ontwikkel en dat ekonomiese geleenthede belangrik is.

My beswaar is egter dat Jurisch Park nie die plek behoort te wees waar hierdie ontwikkeling plaasvind nie.

1. JURISCH PARK IS MEER AS NET 'N STUK MUNISIPALE GROND

Jurisch Park is deel van Riversdale se geskiedenis, karakter en identiteit.
Vir ongeveer 'n eeu het hierdie ruimte deel gevorm van die lewe van mense in ons dorp. Dit is nie bloot 'n onbenutte stuk grond wat wag om ontwikkel te word nie.
Dit is 'n plek wat mense ken.
Dit is 'n plek waar mense kom ontspan.
Dit is 'n plek waar families saam kan wees.
Dit is 'n plek waar kinders kan speel.
Dit is 'n plek waar mense piekniek kan hou.
Dit is 'n plek waar herinneringe oor baie jare gevorm is.
Wanneer so 'n ruimte permanent verkoop en ontwikkel word, verloor die gemeenskap iets wat nie maklik vervang kan word nie.

2. ONS KINDERS HET OOK 'N PLEK NODIG

Ons leef in 'n tyd waar kinders al hoe meer binnenshuis en op elektroniese toestelle is.

Ons behoort daarom nie die min openbare groen ruimtes waar kinders veilig buite kan speel en families tyd saam kan deurbring, verder te verminder nie.
Jurisch Park gee aan kinders die geleentheid om buite te wees, te speel, te hardloop en met ander kinders te sosialiseer.

Dit gee ook aan ouers en grootouers 'n plek om saam met hulle kinders en kleinkinders te wees.

'n Besigheidsentrum kan winkels en parkeerplek voorsien.

Maar dit kan nie dieselfde gemeenskapswaarde bied as 'n oop openbare park waar mense eenvoudig kan kom sit, speel, stap en saamkuier nie.

3. DIT IS EEN VAN ONS PLEKKE WAAR MENSE KAN ASEMHAAL

Nie elke openbare ruimte hoef geld te genereer om waardevol te wees nie.

Sommige plekke se waarde lê in die kwaliteit van lewe wat dit aan mense bied.

Jurisch Park bied aan inwoners 'n plek om weg te kom van die gejaagdheid van die daaglikse lewe. Dit bied skadu, oop ruimte en 'n plek vir ontspanning.

Veral vir mense wat nie groot tuine of privaat ontspanningsruimtes het nie, is openbare parke belangrik.

Ons behoort openbare ruimtes soos Jurisch Park te beskerm en te verbeter, nie dit te verkoop omdat dit moontlik meer geld kan oplewer as dit ontwikkel word nie.

4. ONS MOET ONS GESKIEDENIS BEWAAR

Jurisch Park is deel van Riversdale se verhaal.

Wanneer 'n plek vir dekades deur 'n gemeenskap gebruik word, ontwikkel dit 'n betekenis wat nie bloot in die grondwaarde daarvan gemeet kan word nie.

Ons kan nuwe winkels, kantore en besighede elders ontwikkel.
Ons kan nie maklik 'n historiese openbare ruimte herskep nadat dit vernietig is nie.

As ons vandag besluit om Jurisch Park permanent te verloor, sal toekomstige geslagte nie dieselfde keuse hê wat ons vandag nog het nie.

5. EK IS NIE TEEN ONTWIKKELING NIE — EK VRA VIR 'N BETER PLEK VIR ONTWIKKELING

Ek wil dit baie duidelik stel:
Ek sê nie "nee" vir ontwikkeling in Riversdale nie.

Ek sê:
"Nie Jurisch Park nie."

Indien daar 'n behoefte aan 'n nuwe kommersiële ontwikkeling is, behoort ander geskikte terreine ondersoek te word.

Ons moet nie 'n waardevolle openbare park opoffer wanneer daar moontlik ander plekke beskikbaar is waar ontwikkeling kan plaasvind sonder om 'n bestaande gemeenskapsbate permanent te vernietig nie.

Die vraag behoort daarom nie slegs te wees:

"Kan ons hier 'n besigheidsentrum bou?"

Die vraag behoort te wees:

"Is dit werklik in die langtermynbelang van die inwoners van Riversdale om hierdie spesifieke openbare ruimte daarvoor op te offer?"

My antwoord daarop is nee.

6. MY VOORSTEL: MAAK JURISCH PARK 'N PLEK VIR DIE HELE GEMEENSKAP

Ek glo daar is 'n baie beter en meer positiewe alternatief.

Waarom gebruik ons nie die geleentheid om Jurisch Park eerder te rehabiliteer, op te gradeer en vir die gemeenskap te ontwikkel nie?

Ek stel onder andere voor dat Jurisch Park ontwikkel word as 'n:

GEMEENSKAPS-, KULTUUR-, ONTSPANNINGS- EN ERFENISPARK

Een van my sterkste voorstelle is die oprigting van 'n buite-amfiteater.

So 'n amfiteater kan 'n besondere aanwins vir Riversdale wees.

Dit kan gebruik word vir:

® plaaslike kore;
® skole se konserte en kultuurprogramme;
® musiekoptredes;
® plaaslike kunstenaars;
® gemeenskapsfeeste;
® kultuurgeleenthede;
® talentvertonings;
® jeugaktiwiteite;
® geloofs- en gemeenskapsbyeenkomste;
en
® geleenthede waar ons unieke Hessequa-kultuur en tradisies gevier kan word.

1. Ons kan 'n plek skep waar ons eie mense hulle eie talent kan wys.
2. 'n Plek waar ons kinders kan droom.
3. 'n Plek waar ons jongmense 'n verhoog kan kry.
4. 'n Plek waar ons ouer mense hulle kennis, stories en kultuur kan deel.
5. 'n Plek waar die hele gemeenskap saam kan wees.

7. 'N PARK WAT RIVERSDALE SE IDENTITEIT VERSTERK

Jurisch Park kan veel meer wees as wat dit vandag is.

Met behoorlike beplanning kan dit 'n pragtige openbare ruimte word met:

® veilige kinderspeelareas;
®skaduryke piekniekareas;
®sitplekke vir bejaardes;
®stap- en ontspanningsareas;
®inheemse plante en bome;
®'n gemeenskapstuin;
®'n buite-amfiteater;
®kulturele geleenthede;
®plaaslike kuns;
®geskiedenis- en erfenisinligting;
®omgewingsopvoeding;
®gemeenskapsaktiwiteite; en
toerisme-aantreklikhede.

Dit kan 'n plek word wat mense van buite Riversdale ook wil besoek.

Dit kan 'n bate wees wat inkomste en toerisme ondersteun sonder dat ons die openbare ruimte verloor.

8. ONS MOET AAN ONS VOLGENDE GESLAG DINK

Wanneer ons groot besluite oor ons dorp neem, moet ons verder as vandag kyk.

Ons moet vra:
Wat laat ons vir ons kinders?
Wat laat ons vir ons kleinkinders?
Watter soort Riversdale wil ons vir hulle nalaat?

As Jurisch Park eers verkoop, gesloop en met geboue en parkeerareas vervang word, kan ons dit nie eenvoudig terugbring nie.

Ons kan nie later besluit:
"Ons het 'n fout gemaak; kom ons bou die park weer."

Die geleentheid sal dan verlore wees.

Daarom moet ons baie versigtig wees met enige besluit wat permanent en onomkeerbaar is.

9. DIE GEMEENSKAP SE BELANG MOET VOOROP STAAN

Jurisch Park is 'n openbare bate.
Daarom behoort die belange van die breë gemeenskap sentraal te staan in enige besluit oor die toekoms daarvan.

Die inwoners van Riversdale moet nie slegs as mense beskou word wat langs die voorgestelde ontwikkeling woon nie.

Ons is die mense wat die dorp gebruik, daarin leef en dit ons huis noem.

Ons het 'n regmatige belang in die toekoms van ons openbare ruimtes.

Ek versoek daarom dat die gemeenskap se stem ernstig oorweeg word voordat enige onomkeerbare besluit geneem word.

10. MY FORMELE VERSOEK
Ek versoek hiermee formeel dat:

1. Die voorgestelde verkoop of vervreemding van Jurisch Park nie goedgekeur word nie.

2. Die voorgestelde hersonering vir 'n kommersiële besigheidsentrum afgekeur word.

3. Jurisch Park as 'n openbare gemeenskapsbate behoue bly.
Die Munisipaliteit 'n plan ontwikkel om die park te rehabiliteer en op te gradeer.

4. Die gemeenskap volledig geraadpleeg word oor die toekomstige ontwikkeling van die park.

5. Die moontlikheid van 'n buite-amfiteater ondersoek word.

6. Die park ontwikkel word vir kulturele, ontspannings-, opvoedkundige, gemeenskaps- en toerisme-aktiwiteite.

7. Veilige speelruimte en ontspanningsruimte vir ons kinders en families behou en verbeter word.

8. Ander moontlike terreine vir die voorgestelde kommersiële ontwikkeling behoorlik ondersoek word.

9. Geen finale besluit geneem word voordat die langtermyn sosiale, omgewings-, kulturele, erfenis-, verkeers- en gemeenskapsimpak volledig oorweeg is nie.

SLOT
Ek dien hierdie beswaar in omdat ek glo dat ontwikkeling en gemeenskapsbelang hand aan hand kan gaan.

Ons hoef nie te kies tussen 'n beter Riversdale en 'n behoue Jurisch Park nie.

®Ons kan albei hê.
®Ons kan nuwe besighede verwelkom.
®Ons kan werksgeleenthede skep.
®Ons kan ekonomies groei.

Maar ons kan dit doen sonder om een van ons kosbaarste openbare ruimtes op te offer.

Jurisch Park behoort nie net aan vandag se inwoners nie.
1. Dit behoort ook aan die kinders wat môre daar gaan speel.
2. Dit behoort aan die kleinkinders wat nog gebore moet word.
3. Dit behoort aan die mense wat oor twintig, vyftig en honderd jaar nog in Riversdale sal woon.

Ek wil hê toekomstige geslagte moet na Jurisch Park kan kom en steeds kan piekniek hou, speel, stap, na 'n koor luister, 'n gemeenskapsgeleentheid bywoon en trots wees op hulle dorp.

Laat ons dus nie vra:
"Hoe kan ons Jurisch Park ontwikkel?"

Laat ons eerder vra:
"Hoe kan ons Jurisch Park ontwikkel TOT 'N BETER PLEK VIR ONS GEMEENSKAP?"

Ek doen hiermee 'n ernstige beroep op die Hessequa Munisipaliteit en die Munisipale Raad om die voorgestelde kommersiële ontwikkeling van Jurisch Park te verwerp en om eerder saam met die gemeenskap te werk aan 'n positiewe, volhoubare en langtermynvisie vir die park.

®Bewaar Jurisch Park.
®Verbeter Jurisch Park.
®Maak dit 'n plek waarop Riversdale trots kan wees.
®Moenie ons kinders se ruimte vandag verkoop en môre probeer verduidelik hoekom hulle dit verloor het nie.

Byvoorbaat dankie.

Vriendelike groete,
Esme Petersen
Gemeenskaps aktivis
072 451 8085

Albert Kleynhans

From: yolanda prinsloo <ypsonvanger@gmail.com>
Sent: Thursday, 20 August 2026 21:00
To: Albert Kleynhans
Subject: JURISCH PARK : RIVERSDALE : COMMUNITY PARTICIPATION

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Mr Albert de Klerk

Herewith my community participation letter and input regarding the attended demolition of Jurisch park and proposed development, building a business center on this valuable piece of Riversdale heritage.

I am utterly disgusted and appalled by the attended demolition of Jurish park, I stand by my VIEW THIS SHOULD NEVER BE ALLOWED AND I WILL NEVER SUPPORT IT.

Jurisch park is proclaimed and declared a park, it is inextricably bound to our town's heritage and history. The park has a long and lustrous heritage, when two founding members Mr Louis Meurant and Mr Jurisch worked tirelessly to conserve Riversdale natural beauty and INDIGENOUS fauna and flora. They created a beautiful park and open space, GREEN ZONE for the general public to enjoy, Mr Jurisch who was then honoured by Riversdale Municipality, by having the park named after him.

Please take note of the following :
Jurisch park is a GREEN BIODIVERSE ZONE and heritage park.

Heritage monument (Voortrekker Monument) situated in Jurisch park.

The environmental design of the area, Jurisch park is surrounded by quiet residential neighborhoods, neighbouring a church and State hospital. Jurisch park is situated at the entrance of Riversdale on the N2 national road.

The N2 national road is the economic lifeline of Riversdale and will be directly affected, with the flow of traffic, road closures, relay of traffic and construction sites next to and near the road. The N2 national road is the main entrance and exit route in Riversdale.

General commuting in and around Riversdale will be affected : commuting to work and school, visitors and travellers commuting to holiday destinations, transport of patients to and from the State hospital and emergency transports, to mention but a few.

The visual and aesthetic beauty of Riversdale and Jurisch park , our own heritage park will be destroyed if Jurisch park is replaced with a business center. Expanding urban GREEN ZONES and protecting local biodiversity to showcase Riversdale rare and unique beauty to international and local tourists, focussing on conservation will certainly enhance ecotourism.

Hessequa Municipality as a GREEN Municipality must protect and conserve our town's GREEN ZONES,parks and protect Jurisch park. Enhance environmental management and protecting of our town's GREEN ZONES.

Suggestions :
Enhance access control at Jurisch , putting up a fence and maintain access control.

Protect and renew Jurisch park and promote as ecotourism. Focus on Riversdale unique indigenous fauna and flora and our town's natural beauty.

Incorporate the following in Jurisch park, creating a indigenous garden and labyrinth in the park. This will surely enhance ecotourism, increase international and local tourism to Riversdale and create financial gain by building and growing local businesses.

Establish a Nature Forum for Riversdale to increase co-operation and community participation, focussing on environmental empowerment, conservation of our indigenous fauna and flora and GREEN ZONES.

Conclusion :
As a community member with a passion and love for Riversdale, I HAVE THE INTEREST OF THE TOWN AT HEART. JURISCH PARK IS INEXTRICABLY BOUND TO OUR TOWN'S HERITAGE AND HISTORY AND MUST BE FIERCELY PROTECTED AND CONSERVED.

Kind regards

Yolanda Prinsloo
Ward 7
Riversdale

Contact details 082 394 4711
Email ypsonvanger@gmail.com

Albert Kleynhans

From: Jessica Stanley <jessicarstan@gmail.com>
Sent: Friday, 21 August 2026 12:11
To: Albert Kleynhans
Subject: Jurish Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hiermee verklaar ek, myself totaal teen die Ontwikkeling van die Park, as Riversdaller, reeds vir 47 jaar.

Dit is n aangename groen plek as ingang tot die dorp.

Dit was ook n lowerryke plek om te stap of net ontspan of piekniek hou.

Daar is ook die Rolbalbaan wat nog gereeld benut word.

Ook was daar n Speelpark waar my 4 kinders 30 jaar terug saam met hul maats baljaar het.

MAAR, let op, ek se Was...
Mettertyd, na 1994 het hierdie mooi Park agteruit gegaan -
Nie meer skoon. Nie meer so veilig nie

Wie se skuld is dit?
Moet die sogenaamde "Hulle"
dit skoonmaak, regmaak?!

Onlangs het n groepie mense op n Saterdag ingespring en die verwaarloosde, geskiedkundige Meurant begraafplaas
Getakel : gras gesny, oorgroeide grafte skoon gemaak, klippe uitgehaal en bome van grafte verwyder.

So laat ons daaroor Dink en Dan, WAT gaan ons DOEN?!

Jessica STANLEY

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Hanelle Normand

Fisieke Woonadres in Riversdal: 10 Mulder straat

Erfnommer (indien bekend): 2205

Kontaknommer (Telefoon / Sel): 0818296338

E-posadres: hanelle.ha@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[x] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[x] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[x] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit

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en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige

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sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

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F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

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4. VERDERE OPMERKINGS

Ek is bekommerd oor die inpak van n mall naby my woonadres. Dit gaan ons huis pryse ook beinvloed en misdaad gaan toeneem. Die hoofstraat van Riversdale gaan ook nooit weer dieselfde wees en dit gaan veroorsaak dat minder mense besighede daar gaan he. Ek het gesien hoe n mall Knysna hoofstraat en al die nostalgie wat daarmee saam gaan verwoes het.

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H Normand

Normand.

16/08/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

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FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: KARIN DU PLESSIS

Fisieke Woonadres in Riversdal: Homeric str 16 Riversdal 6

Kontaknommer (Telefoon / Sel): 0842409423

E-posadres: duplessiskarin@gmail.com.

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

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Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

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Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekosteisel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

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Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
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3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

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- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

19 Aug 2026.

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: MARGHRETHA VAN SCHALKWYK (NEE VAN WYK)

Fisieke Woonadres in Riversdal: Noa: Oosstraat 9, Stilbaai. Wes: WARDENSTR. 25, Rud

Kontaknommer (Telefoon / Sel): 083 612 0574.

E-posadres: Margaretvanschalkwyk622@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

PTO

Riversdal is bekend vir sy boomrykheid en Tierisch Park is 'n weerspieeling daarvan. Die mooi park is 'n uitnodiging aan toeriste om in te draai na hierdie pragtige dorp.
Die winkelsentrum sal die hele atmosfeer van Riversdal verander.

My pa, Kobus van Wyk, het die rolbalbane gebou en daarna versorg.
My ma, Bubbles van Wyk, het hard gewerk om geld te in om die mooi klubhuis te bou.

Ons het baie in die park gespeel.

Dit sal tragies wees as die Tierisch Park toegebou gaan word.

M.v. Schalkwyk. 21/7/26

HANDTEKENING VAN BESWAARMAKER DATUM

ERFENIS STIGTING RIVERSDALE HERITAGE FOUNDATION

Irisstraat 7
Riversdale 6670
Telefoon 082 814 9873

Die Munisipale Bestuurder,
Hessequa Munisipaliteit, 6670

20.08.2026

JURISCH PARK: GEDEELTELIKE VERVREEMDING EN HERSONERING

BESWAARSKRIF

Die *Erfenis Stigting Riversdale Heritage Foundation* maak *ten sterkte* beswaar teen die voorgenome verkoop van ongeveer 3.7 hektaar van Jurisch Park, perseel 2080, Riversdale,

aan die ontwikkelaar

Dorpstraat Convenient Retail Investments (Edms) Bpk.

Sou die Hessequa Munisipaliteit hierdie transaksie gestand doen, doen hulle die huidige en toekomstige gemeenskap van Riversdal onvervangbare onreg en geweld aan.

Ons versoek die Raad en Munisipaliteit van Hessequa dringend om die oordrag en voorgenome ontwikkeling van hierdie transaksie te staak

om die volgende redes:

1 Alle bestaande middedorp-besighede sal benadeel word. Die gevaar van middedorp-verval word geskep soos wat dikwels gebeur nadat soortgelyke projekte soos voorgestel, elders ontstaan het.

2 Riversdale se plattelandse identiteit sal beskadig word deurdat die verskil tussen platteland en stedelike identitet verlore gaan. Die voorgestelde skema is 'n kenmerkende stedelike fenomeen. Ons moet ons eie identiteit nie net behou nie, maar dit uitbou deur die uitsonderlike bates (soos die Julius Gordon Afrikana Sentrum) waaroor ons beskik, wêreldkundig te maak.

3 Toerisme word benadeel omdat besoekers nie die dorp ingelok word om dit te verken en te "ontdek" of noodsaaklikhede in die middedorp te bekom nie. Slegs die dorpperiferie sal besoek word. Moontlike addisionele toerisme-inkomste sal verbeur word soos restaurante en verblyf akkommodasie.

4 Parke (oop ruimtes in die dorp) is in stadsbeplanngskemas algemeen bekend as "longe" en word wêreldwyd nougeset beskerm. Ontwikkelaars wil voortdurend daarop beslag lê vir sogenaamde "*ontwikkeling en voordeel vir die gemeenskap*". In werklikheid woeker hulle slegs in eiebalg en finansiele voordeel.

5 Ontwikkelaars baat die meeste by projekte van hierdie aard soos wat voorgestel word. Die bedoeling is kapitaal-inkomste vir die ontwikkelaar (die winkeliers se huurgeld). Sulke kapitaal inkomste word na elders gedreineer. Dit is vir ons dorp verlore omdat dit na elders herlei word: die ontwikkelaars is nie deelgenote of inwoners van ons dorp nie maar is elders gevestig. Ons middedorp-winkeliers se huurgeld ' dienste soos water, elektriese krag en eiendomsbelasting daarenten skep plaaslike inkomste vir ons dorp se munisipaliteit. Sulke inkomste bly in die dorp en word aangewend vir instandhoding en verbetering van ons Riversdal.

6 Stedelike oop ruimtes se waarde is onberekenbaar . Die waarde daarvan neem toe met verloop van tyd. Sou dit ontaard in 'n kooptransaksie, verminder die verkoopprys se waarde tydsgewys. Sulke geldbedrae word gewoonlik gebruik vir onmiddelike noodsaaklikhede maar selde belê in vaste kapitale bates waarvan die waarde met tyd toeneem.en waarby die publiek langdurige baat vind.

7 Die bestaande fasiliteite en bates op Jurisch Park (waaronder die rolbalbaan en klubhuis) sou dan ten duurste verskuif word na die bestaande Takkiskloof ontspanningsgebied. Dit beteken *verlies* van een ontspanningsgebied *ten nadele* van die tweede wat wel bestaan. Dit is 'n dubbele verloor-situasie.

8 Geen omgewings- en inpakstudie is (sover bekend) deur onpartydige kundiges gedoen en gepubliseer vir kommentaar deur die publiek nie. Oop ruimtes wat om watter rede ookal verlore gaan is *onvervangbaar* . Die huidige en toekomstige inwoner-geslagte is die slagoffers van die verlies sou so 'n kortsigtige stadsbeplannings-besluitneming, om die Park te vervreem, deurgevoer word.

9 Dit is algemeen bekend in beplanningskringe dat die nodige parkeergerief, padverbreeding, motortoegange, verkeersdrukte met gepaardgaande besoedeling van lig (snags).geraas (heeldag), rook en stof deur sulke sentra geensins bydra tot die buurte se heil waarin dit geleë is nie.

10 Die geplaveide parkeergerief verander die mikroklimaat nadelig: hitte bedags, koue snags, reënwater-afvoer benodig aanpassings soos vir die stormwater dreinering-pypleiding wat onkostes meebring..

11 'n "Parkeerwoestyn" word geskep: dis visueel onaantreklik. Dit vervang 'n boomryke en groen omgewing.

12 So 'n ontwikkeling sal bedags en veral snags lig (of donkerte) beslis verander. Dit geld nie net vir die betrokke perseel nie, maar vir die hele omgewing en buurt.

13 Veiligheid van die omgewing en die perseel verander bedags en snags. Dit kan addisionele koste veroorsaak (veiligheidspersoneel en-toerusting) en die buurt se eiendomswaarde nadelig tref.

14 Stedelike oop ruimtes het ander kulturele waardes bo-en-behalwe ontspanning. Ruimte is nodig vir sosiale aktiwiteite soos periodieke groepsbyeenkomste. Kinders het speelplek nodig vir individuele en groepsaktiwiteite waar die nodige toeruting of plaveisels vir hul gerief bestaan. Gedenkwaardighede soos die bestaande monument, die lokomotief by die burgersentrm of persone of gebeure is van belang vir huidige en toekomstige geslagte is gekoppel aan besondere persele. Geskiedkundige aanloop van die Park se aktiwitwite, gebruik en naamgewing word deur vervreemding geskend en negeer.

15 Oop ruimtes bied geleentheid vir die publiek om "vennoote" van die munisipaliteit te word. Stilbaai se *Tuin-op-die Brak*" is 'n goeie voorbeeld. Die Stilbaaise Tuinbou-vereniging het 'n "verlore" oop ruimte in 'n uitsonderlike, uitmuntende en unieke inheemse tuin omskep, Dit bied ontspanningsgerief aan inwoners, is opvoedkundig (beskrywing en funksie van plante) en lok toeriste. Die munisipaliteit werk saam om wat uitvalgrond was tot plaaslike en nasionale bate te omskep.Talle mense het saamgewerk, gratis tyd, beplanning, ontwerp, plantversameling en –vestiging asook oprigtingsdienste te lewer om 'n bate vir almal te skep. In Riversdal het Dr Werner Kapp en sy vrou Rina voortou geneem deur 'n wandelpad aan te lê. Gelukkig het die munisipaliteit daarby ingekoop. Die fasiliteit lok al hoe meer wandelaars en natuurliefhebbers en is 'n gesonheidsbate, Dieselfde kan met Jurisch Park gebeur sou die Munisipaliteit dit beskikbaar stel en basiese hulp verleen aan instansies soos die plaaslike Tuinbouklub en meewerkende entosiaste.

16 Word hierdie "ontwikkeling" deur die munisipaliteit toegelaat, skep dit onberekenbare sosiale, ekonomiese en beplanningsprobleme. Daarenteen kan Jurisch Park geleentheid bied vir huidige en toekomstige geslagte vir ontspanning, vermaak, kulturele en sosiale aktiwiteite.

17 Baie belangrik: die begraafplaas en Jorisch Park is 'n "groen corridor". Dit is mikro- klimatologies belangrik vir die totale huidige en toekomstige gemeenskap groot voordele inhou. Die verlies daarvan is kortsigtg.

Jurisch Park is *uitstekend* geleë as 'n rus- en ontspanningsoord vir toeriste wat moeg is, rusplek, puik toiletgeriewe en ligte verversings benodig. 'n Kiosk is nodig met uitmuntende toilet- en ruskamergeriewe , waar Riversdalse Inligtingsdiens 'n uitstalvenster bied in 'n floratuin wat besienswaardighede en winkel- en akkommodasiegeriewe uitstal. Kinders en kleuters se toerusting vir 'n speelpark-paradys sal ouers geleentheid bied om ligte verversings te geniet terwyl hulle ontspan en die jongspan "bene rek" na lang motorritte. PLAASLIKE organisasies kan moontlik beurtelings die kiosk bedien om inkomste vir PLAASLIKE behoeftes te voorsien. **PLAASLIK** moet die wagwoord wees waar die gemeenskap betrek word om al bovermelde negatiewe in positiewe te omskep.
Riversdalse inwoners het self ook 'n park nodig waar piekniek met al die nodige geriewe in veiligheid gemaak kan word
Riverdal beskik oor al die nodige kundiges om Jorisch Park in 'n toeriste- en piekniekparadys te omskep.

Hoogagtend,
die uwe,

Anton du Toit

Anton du Toit
Voorsitter

CapeNature

CONSERVATION INTELLIGENCE: SOUTH

postal	16 17th Avenue, Voëlklip, Hermanus, 7200
physical	16 17th Avenue, Voëlklip, Hermanus, 7200
website	www.capenature.co.za
enquiries	Rhett Smart
telephone	087 087 8017
email	rsmart@capenature.co.za
reference	LS14/2/6/1/6/5/2080_commercial_Riversdale
date	**21 August 2026**

Hessequa Municipality
P.O. Box 29
Riversdale
6670

Attention: Albert Kleynhans
By email: albert@hessequa.gov.za

Dear Mr Kleynhans

Application for Sale of Property of Erf 2080, Jurisch Park, Riversdale for Development of a Shopping Centre

CapeNature would like to thank you for the opportunity to comment on the application and would like to make the following comments.

A proposal has been presented to the Hessequa Municipality by a private entity to purchase the section of Erf 2080 north of the N2. The intention is to also purchase Erven 7648 and 2074 to the north and develop a shopping centre/mall on the three properties.

Approximately half of the section of Erf 2080 proposed for purchase is mapped as Critical Biodiversity Area (CBA) 1 and 2 in three patches. The vegetation type which would have occurred is endangered Eastern Rûens Shale Renosterveld. There are two non-perennial rivers mapped traversing the site in a northerly direction and bordered by channelled valley bottom wetlands.

It is evident from available information that the park is currently occupied by sports fields and gardens and related recreational facilities e.g. clubhouse. There is no evidence of any remaining renosterveld, however there may still be natural vegetation along the rivers and wetlands.

An initial draft layout plan is provided in the proposal to the municipality which accommodates the western river and wetlands, but not the eastern river and wetlands. The initial draft layout plan cannot be supported at this stage due to the potential impact on rivers and wetlands.

The Western Cape Nature Conservation Board trading as **CapeNature**
Board Members: Ms Reyhana Gani (Chairperson), Prof Nicolaas Olivier (Vice-Chairperson), Dr Wendy Annecke, Mr Tom Blok, Ms Ayanda Mvandaba, Ms Vuyiswa Ndzakana, Dr Razeena Omar, Ms Chwayita Shude-Mareka

The property is indicated as institutional zone (IZ) in the Hessequa Municipality Spatial Development Framework (SDF), more specifically as tourism services (IZ3) and crafters market (IZ4). While CapeNature supports adherence to the SDF, impacts on tourism, recreation and amenity value falls outside of our mandate.

In conclusion, CapeNature does not object to the sale of the property, provided that Erven 7648 and 2074 can also be acquired whereby there will be additional area for the proposed development. The applicant must however be advised that it is unlikely that approval will be granted for the full extent of development as proposed in the initial draft layout plan. The proposed development will need to adhere to constraints identified by a terrestrial biodiversity and aquatic biodiversity specialist and will therefore need to be reduced in scale from the current proposal.

CapeNature reserves the right to revise initial comments and request further information based on any additional information that may be received.

Regards

Rhett Smart

Digitally signed by Rhett Smart
Date: 2026.08.21 14:47:42 +02'00'

Rhett Smart
For: Manager: Landscape Conservation Intelligence South

cc. Michael Hanson, CapeNature

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Mariëtte Nicolien le Grange

Fisieke Woonadres in Riversdal: 27 Heidelbergweg

Kontaknommer (Telefoon / Sel): 084 66 77 605

E-posadres: asjas6969@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

- [X] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
- [ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
- [ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
- [X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

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Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

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- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Ek is 'n Pensioenaris en kan nie bekostig dat hierdie meebring dat ons Erfbelasting verhoog word nie ~ Heffings maak ons reed dood!!
Hier is reeds sò veel verkeer en geraas in ons Straat –
Ons het hier kom aftree vir Stilte, Vrede & Rustig Woon

na Báie Jare se Harde Werk en Stadlewe en sien regtig nie kans om nóg meer verkeer voor ons Woonhuis te hê met die Raas en Besige straat én maantlike besoedeling wat met ekstra verkeer gepaart gaan daagliks te beleef nie

Dankie vir jul Deernis vir Afgetredenis wat nie weer wil of kan Herveshig as gevolg hiervan nie!

Met Dank
M le Grange

21 Augustus 2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	* Stephanus Petrus v. Eeden Emma Katharina Vera van Eeden
Fisieke Woonadres in Riversdal:	Fynbospark 5, Heidestr. R'dal
Kontaknommer (Telefoon / Sel):	082 4681839 / 082 4948733
E-posadres:	vaneedenvera@gmail.com

* Dieselfde adres, tel., e-pos.

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

E. K. V. van Eeden
S. P. v. E.

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

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3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

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4. VERDERE OPMERKINGS

E.K.H. van Eeden

21 August 2026

The Municipal Manager - Hessequa Municipality

By email: albert@hessequa.gov.za / info@hessequa.gov.za

Dear Mr de Klerk,

SUBJECT: FORMAL INDIVIDUAL OBJECTION

ADVERTISEMENT / NOTICE REFERENCE:

Proposed disposal of a portion (approximately 37,170 m²) of Erf 2080, Riversdale (Jurisch Park) to Dorpstraat Convenient Retail Investments (Pty) Ltd for the development of a commercial shopping centre and possible residential units.

I, the undersigned resident of Hessequa and affected interested party, hereby formally object to the proposed disposal and rezoning of a portion of Erf 2080, known as Jurisch Park.

My objection is based primarily on the public value and SDF designation of the property, the suitability of the proposed location, the potential impact on Riversdale's existing community and economy, and the need for proper due diligence before an important public asset is disposed of.

1. JURISCH PARK HAS AN EXISTING PUBLIC PURPOSE

Jurisch Park is currently underutilised and requires investment and rehabilitation. Its neglected condition, however, should not be confused with a lack of public value.

The **Hessequa Spatial Development Framework (SDF)** assigns Jurisch Park a defined public purpose, identifying the area for **tourism services and a Crafter's Market (IZ3 and IZ4)**, including provision for local arts and crafts, improved pedestrian access, a connection to the Riversdale CBD, supporting amenities and urban greening with indigenous vegetation.

The SDF therefore already provides a framework for unlocking the tourism, economic, recreational, cultural and civic potential of Jurisch Park without disposing of the public asset.

The SDF also promotes the protection and enhancement of passive open spaces through indigenous planting, ecological landscaping and public amenities. Jurisch Park already contains mature trees and an established landscape capable of supporting these objectives.

This is particularly significant because public green space in Riversdale is limited. The proposed relocation of the bowling facilities to Takkieskloof would further concentrate that precinct into active sporting use, reducing the availability of accessible passive open space.

The question should therefore not simply be whether Jurisch Park can accommodate a shopping centre. It should be what public value could be created if the Municipality rehabilitated the park and implemented the purpose already identified for it in its own SDF.

2. THE SDF IDENTIFIES AN ALTERNATIVE LOCATION FOR LARGE-SCALE COMMERCIAL DEVELOPMENT

The Municipality's own SDF identifies the area directly across the N2 as the MU4 Mixed-Use Development Corridor. Section 3.3.2.9 provides for high-intensity commercial and retail activities adjacent to the N2, including retail, business and service industries.

Commercial property is comparatively adaptable because investment and revenue flows allow commercial uses to respond to changing market conditions; Jurisch Park, once sold and developed, cannot be recreated as a public open-space asset.

The Municipality should therefore formally compare the proposed use of Jurisch Park with the MU4 corridor and other suitable alternatives before disposing of the property.

3. THE DEVELOPMENT COULD AFFECT RIVERSDALE'S RESIDENTIAL CHARACTER AND EXISTING ECONOMY

Riversdale's character is itself an economic asset. Its rural setting, established community, quality of life and small-town environment contribute to its appeal to residents, semigrants, lifestyle buyers and retirees, whose investment contributes to the local rates base and economy.

Economic development should therefore be assessed not only in terms of additional retail floor space, but also in terms of what makes people want to live, invest and do business in Riversdale.

The insertion of a large commercial facility into an established residential and civic precinct could materially alter the character of the area through increased customer traffic, heavy freight movement, refrigeration and mechanical noise, artificial light and reduced privacy. It should not be assumed that such development will automatically increase surrounding property values; the loss of green-space amenity, increased traffic and operational noise may instead affect residential amenity and marketability.

The Municipality should therefore obtain independent impact assessments addressing traffic, noise, privacy, residential amenity and potential property-value effects, together with an independent socio-economic assessment of the likely impact on existing businesses, employment, vacancies, pedestrian activity, local economic circulation and the long-term viability of the existing town centre. These assessments should be completed before surrounding residents and existing businesses are exposed to the consequences of a significant change in land use.

4. DUE DILIGENCE SHOULD PRECEDE, NOT FOLLOW, DISPOSAL

A principal procedural concern is the sequence in which the decisions and investigations are being undertaken.

Before permanently disposing of approximately 3.7 hectares of public open space, the Municipality should have sufficient information to determine whether the disposal is appropriate, whether the proposed development is viable and sustainable, and whether it represents the best public-interest outcome.

This requires proper consideration of:

- the property's public, recreational and economic value;
- environmental and biodiversity constraints;
- heritage and landscape considerations;
- traffic, noise and infrastructure implications;
- effects on surrounding residents and existing businesses;
- the property's market value;
- the cost of replacing displaced facilities;
- the implications of relocating the bowling facilities to Takkieskloof; and
- the availability of alternative development sites.

These matters should be established **before the Municipality becomes committed to an irreversible disposal**, not only once a sale or development commitment has substantially advanced.

This is not intended to delay development. Proper due diligence protects the Municipality, the public and any prospective developer by identifying problems while there is still an opportunity to reconsider the location, design or nature of a development.

5. A CONSTRUCTIVE ALTERNATIVE EXISTS

This objection is **not an argument against development**. It is a request that the Municipality reconsider whether Jurisch Park is the appropriate site for that development.

On 15 August 2026, concerned residents gathered in the park to express their desire to see it remain. The Municipality could build on this community interest through a **charrette-style process**, bringing residents, businesses, developers, planners and other stakeholders together to develop a shared vision for the park's future.

I respectfully request that Hessequa Municipality, before taking any further irreversible steps:

- assess the long-term public, tourism, recreational, ecological, heritage and economic value of retaining Jurisch Park;
- complete the necessary independent impact assessments, including residential, traffic, noise, socio-economic, environmental, heritage and Takkieskloof assessments;
- formally compare Jurisch Park with the MU4 corridor and other suitable commercial sites;
- make the relevant Council reports, valuations and assessments available for meaningful public consideration; and
- engage with the Riversdale community on the future of Jurisch Park and the broader spatial planning of commercial development.

Riversdale should develop. The question is where and how that development should take place. Before disposing of an irreplaceable public asset, the Municipality should establish what Riversdale gains, what it gives up, and whether a better alternative exists.

I therefore respectfully request that the proposed disposal and rezoning of Erf 2080 be reviewed and reconsidered, and that the necessary due diligence, independent assessments and meaningful community engagement take place before any further irreversible steps are taken.

Yours faithfully,

Amanda Lai

54 Uys Street, Heidelberg, 6665
Amanda.lai14@icloud.com
078 411 6252
21 August 2026

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	Dirk van der Bank
Fisieke Woonadres in Riversdal:	10 Truter straat
Erfnommer (indien bekend):	
Kontaknommer (Telefoon / Sel):	078 396 2455
E-posadres:	dirider11@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
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2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens

Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Die voorgestelde winkelsentrum is naby die rolbalbaan, kerk en bestaande residensiële areas geleë. Daar is egter ander, meer geskikte ruimtes waar 'n winkelsentrum ontwikkel kan word, sonder om bestaande gemeenskaps- en groenareas te benadeel.
Groen areas, soos die park, is moeilik om te skep en te ontwikkel en is van groot waarde vir die gemeenskap. Indien hierdie bestaande groenruimte verwyder word om plek te maak vir 'n winkelsentrum, sal sulke oop en groen areas in die toekoms al hoe skaarser word.
Dit is daarom belangrik om bestaande groen areas te beskerm en eerder alternatiewe, meer geskikte terreine vir die ontwikkeling van die winkelsentrum te oorweeg.

20/08/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE BESWAARSKRIF

VOORGENOME VERVREEMDING VAN 'N GEDEELTE (ONGEVEER 37 170 VK.M) VAN ERF 2080, RIVERSDAL (JURISCH PARK) AAN DORPSTRAAT CONVENIENT RETAIL INVESTMENTS (EDMS) BPK

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit

PER E-POS: albert@hessequa.gov.za

DATUM: 20 Augustus 2026

VERWYSING: Openbare kennisgewing gedateer 17 Julie 2026, gelees met die Raadsitem en Raadsbesluit insake die voorgenome direkte verkoop van 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk

BESWAARMAKER: **Sybrand Rudolph van Dyk**

ADRES: Le Roux Straat 1A, Riversdal, 6670

ERFNOMMER: ERF 5876

E-POS: sybrandrvandyk@gmail.com

SELFOON: +27 78 665 3850

DEEL A: OPSOMMING VAN DIE BESWAAR

Hierdie beswaar berus nie op sentiment nie. Dit berus op die inhoud van die Raad se eie item en besluit, en op die dokumente waarna daardie item verwys. Die kern daarvan is die volgende.

(a) Die Raad se eie verslag bewys dat die vorige vervreemding van Jurisch Park die gemeenskap niks opgelewer het nie. In 2011 is 14 709 m² van Erf 2080 vir R640 000 verkoop met die uitdruklike voorneme van residensiële ontwikkeling. Die verslag erken dat geen ontwikkeling ooit gerealiseer het nie, en dat die koopooreenkoms geen beperking op vervreemding bevat het nie. Die grond is in 2022 vir R2 000 000 herverkoop. Die publiek het die park verloor en niks in ruil ontvang nie.

(b) Daardie selfde erf, nou Erf 7648, is die grondslag waarop tans aangevoer word dat die oorblywende munisipale grond "nie-lewensvatbaar" is en gevolglik direk, sonder enige mededingende proses, verkoop moet word. Die mislukking van 2011 het die hefboom vir 2026 geword.

(c) Die klassifikasie van die eiendom as "nie-lewensvatbaar" is sirkulêr. Die eiendom funksioneer tans wel as 'n selfstandige entiteit: as openbare park, met rolbalbane, 'n klubhuis, 'n monument, gevestigde bome en 'n kritieke biodiversiteitsarea. Wat nie op sy eie gerealiseer kan word nie, is die aansoeker se winkelsentrum. Dit is 'n heeltemal ander toets as die een wat die beleid stel.

(d) Die verslag weerspreek homself op 'n wesenlike punt. Faktor 3 lui uitdruklik dat die verkoop geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie, terwyl faktore 1 en 10 uitgebreide ekonomiese voordele aanvoer.

(e) Voorwaardes 2.1 tot 2.7 herhaal presies die gebrek wat die 2011-transaksie laat misluk het. Daar is geen ontwikkelingsverpligting, geen tydsbeperking, geen terugvalklousule en geen beperking op herverkoop nie.

(f) Die Raad het in beginsel besluit om grond te vervreem waarvan hy self erken dat dit 'n kritieke biodiversiteitsarea bevat en nie ten volle ontwikkelbaar is nie, voordat enige omgewingsmagtiging bestaan, en het die verkryging daarvan aan die koper oorgelaat.

(g) Die geadverteerde besluit is op sy eie bewoording onvolledig. Dit verwys na voorwaardes "2.1 - 2.8" terwyl slegs sewe voorwaardes gelys word. Die publiek word dus genooi om kommentaar te lewer op 'n besluit waarvan een voorwaarde nie openbaar gemaak is nie.

(h) Geen kleinhandel-impakstudie, verkeersimpakstudie, erfenisimpakbepaling of onafhanklike sosio-ekonomiese studie is onderneem nie. Die ekonomiese voordele word bloot beweer.

(i) Alternatiewe is nie oorweeg nie, insluitend die langtermynhuurmodel wat die Raad self in 2008 vir hierdie einste park oorweeg het, en wat die bate in openbare besit sou laat bly terwyl dit steeds inkomste genereer.

Ek versoek dat die besluit teruggetrek word, alternatiewelik dat geen verdere stap geneem word nie totdat die inligting, dokumentasie en studies wat in Deel D hieronder uiteengesit word, verkry en aan die publiek beskikbaar gestel is, en 'n hernieude geleentheid vir kommentaar gebied is.

DEEL B: INLEIDING, STATUS EN VOORBEHOUD

1. Ek is 'n inwoner en belastingbetaler van Riversdal, Hessequa Munisipaliteit, en 'n gebruiker van Jurisch Park. Ek teken hiermee formeel beswaar aan teen die voorgenome vervreemding, hersonering, onderverdeling, konsolidasie en verkoop van 'n gedeelte (ongeveer 37 170 vk.m) van Erf 2080, Riversdal aan Dorpstraat Convenient Retail Investments (Edms) Bpk, en teen die Raadsbesluit waarop daardie voorneme berus.

2. Ek versoek uitdruklik dat ek as 'n geregistreerde belanghebbende en geaffekteerde party in hierdie aangeleentheid aangeteken word, en dat ek skriftelik in kennis gestel word van elke verdere besluit, magtiging, aansoek of proses wat hieruit voortvloei, insluitend enige hersoneringsaansoek, onderverdelingsaansoek, sluiting van 'n openbare plek, omgewingsmagtiging of erfenisproses.

3. Ek maak geen beswaar teen ontwikkeling of ekonomiese groei in Riversdal nie. Ek verwelkom dit. My beswaar is spesifiek daarteen dat sodanige ontwikkeling ten koste van 'n geproklameerde openbare park geskied, op 'n grondslag wat mededinging uitsluit, en op voorwaardes wat die gemeenskap presies dieselfde risiko laat dra as in 2011.

4. Alle regte word voorbehou, insluitend die reg om hierdie beswaar aan te vul sodra die dokumentasie waarna in Deel D verwys word, beskikbaar gestel is, die reg om te appelleer, en die reg om die besluit op hersiening te neem ingevolge die Wet op Bevordering van Administratiewe Geregtigheid 3 van 2000.

DEEL C: GRONDE VAN BESWAAR

1. Die 2011-vervreemding: die Raad se eie verslag bewys dat die publiek verloor het

5. Die Raadsitem stel self die volgende geskiedenis. In 2011 het Hessequa Munisipaliteit 'n gedeelte van 14 709 m² van Erf 2080 aan Meiprops Twee en Twintig (Edms) Bpk verkoop teen R640 000 (BTW uitgesluit). Die voorneme was om die eiendom vir residensiële ontwikkeling aan te wend.

6. Die item erken vervolgens twee dinge wat vernietigend is vir die huidige voorstel. Eerstens: **geen ontwikkeling het ooit gerealiseer nie.** Tweedens: die oorspronklike koopooreenkoms het **geen beperkings op die vervreemding van die eiendom** ingesluit nie, sodat die koper geregtig was om die eiendom te verkoop sonder dat ontwikkeling plaasgevind het.

7. Die gevolg was dat Erf 7648, Riversdal op 26 September 2022 deur Meiprops Twee en Twintig (Edms) Bpk aan Propcan (Edms) Bpk verkoop is vir R2 000 000,00.

8. Die openbare rekord van daardie transaksie lees soos volg:

Transaksie	Datum	Oppervlakte	Bedrag	Per m²
Munisipaliteit aan Meiprops 22	2011	14 709 m²	R640 000	R43,51
Meiprops 22 aan Propcan	26/09/2022	14 709 m²	R2 000 000	R135,97
Munisipaliteit aan Dorpstraat (voorgestel)	**2026**	**37 170 m²**	**R7 893 690**	**R212,37**

9. Die Munisipaliteit het dus openbare parkgrond in 2011 teen R43,51 per vierkante meter van die hand gesit. Elf jaar later, sonder dat 'n enkele baksteen gelê is en sonder dat die gemeenskap enige behuising, werk of ander voordeel ontvang het, het dieselfde grond teen R135,97 per vierkante meter verhandel. Die volle waardevermeerdering het 'n private party toegeval.

10. Dit is nie 'n historiese besonderheid nie. Dit is die enigste beskikbare empiriese toets van hoe hierdie Munisipaliteit 'n vervreemding van Jurisch Park bestuur, en die uitslag van daardie toets is bekend. Enige besluit om 'n verdere en aansienlik groter gedeelte van dieselfde park te vervreem, moet uitdruklik verantwoord waarom die uitkoms hierdie keer anders sal wees.

2. Die 2011-mislukking is nou die hefboom vir die 2026-verkoop

11. Die item voer aan dat die aansoeker Erwe 7648 en 2074 moet bekom en konsolideer om die ontwikkeling ekonomies en prakties uitvoerbaar te maak, en dat ooreenkomste reeds met die onderskeie eienaars aangegaan is wat aan die aansoeker 'n eerste opsie verleen, onderhewig aan goedkeuring van hierdie aankoop.

12. Erf 7648 is presies die gedeelte van Jurisch Park wat in 2011 vervreem is. Die redenasie van die item is gevolglik die volgende. Omdat die Munisipaliteit in 2011 'n gedeelte van die park verkoop het aan 'n koper wat dit nooit ontwikkel het nie, en omdat daardie gedeelte intussen aan 'n derde party herverkoop is, en omdat die huidige aansoeker nou 'n opsie oor

daardie gedeelte bekom het, moet die Munisipaliteit die res van die park direk en sonder mededinging aan die huidige aansoeker verkoop.

13. Met respek, dit is 'n selfvervullende volgorde. Die aansoeker verkry beheer oor die aangrensende grond. Daardie beheer skep die beweerde nie-lewensvatbaarheid van die munisipale grond. Daardie nie-lewensvatbaarheid regverdig dan die direkte verkoop aan dieselfde aansoeker. Die Raad se diskresie word so uitgeskakel deur die private party se eie voorafhandelinge.

14. Indien hierdie redenasie aanvaar word, volg daaruit dat enige munisipale openbare oop ruimte in Hessequa nie-lewensvatbaar word sodra 'n ontwikkelaar die aangrensende erwe bekom en verklaar dat hy 'n groter projek beoog. Dit kan nie die bedoeling van die beleid wees nie.

3. Die "nie-lewensvatbare eiendom" klassifikasie kan nie in stand gehou word nie

15. Die hele direkte verkoop berus op paragraaf 21.4 van die Munisipaliteit se Eiendomsadministrasiebeleid, gelees met die definisie van "non-viable property" wat in die item aangehaal word. Daardie definisie lees soos volg:

> *"non-viable property" means Property that, owing to urban planning, physical constraints or extent cannot be developed on its own or function as a separate entity and that can therefore become functional only if used by an adjoining owner in conjunction with such owner's property.*

16. Die toets is tweeledig en in die alternatief gestel: die eiendom moet nie op sy eie ontwikkel kan word *nie* en nie as 'n afsonderlike entiteit kan funksioneer nie, met die gevolg dat dit slegs funksioneel kan word indien 'n aangrensende eienaar dit saam met sy eie eiendom gebruik.

17. Die betrokke gedeelte van Erf 2080 voldoen nie aan daardie toets nie. Dit funksioneer tans, en het dekades lank gefunksioneer, as 'n selfstandige entiteit. Op die Raad se eie beskrywing dra dit rolbalbane, 'n klubhuis, 'n monument, gevestigde bome en 'n kritieke biodiversiteitsarea. Dit is toeganklik vir die publiek, dit word deur gesinne en kinders gebruik, en dit grens aan die N2 by die ingang tot die dorp. 'n Eiendom wat 'n gevestigde rolbalklub huisves kan nie tegelykertyd bevind word om nie as 'n afsonderlike entiteit te kan funksioneer nie.

18. Wat werklik aangevoer word, is dat die eiendom nie op sy eie 'n kommersiële winkelsentrum van tussen 7 500 m² en 10 000 m² kan huisves nie. Dit mag so wees. Dit is egter nie die toets wat die beleid stel nie. Die beleid vra of die eiendom kan funksioneer, nie of dit die spesifieke ontwikkeling kan huisves wat 'n spesifieke aansoeker verkies nie.

19. Die item voer voorts aan dat toegang tot die munisipale eiendom beperk is omdat die hooftoegang oor Erwe 7648 en 2074 verkry word. Die park het egter reeds openbare toegang en 'n bestaande ingang, en word daagliks gebruik. Die eiendom is nie ingeslote nie. Indien toegang wel beperk is, is dit 'n gevolg van die 2011-vervreemding self, en dit kan nie regverdig dat 'n verdere vervreemding op dieselfde grondslag toegestaan word nie.

4. Die uitsluiting van 'n mededingende proses

20. Artikel 14(5) van die Wet op Munisipale Finansiële Bestuur 56 van 2003 vereis dat enige oordrag van eienaarskap van 'n kapitale bate ingevolge artikel 14(2) **billik, regverdig, deursigtig en mededingend** moet wees en in ooreenstemming met die Munisipaliteit se voorsieningskettingbestuursbeleid. Die uitgangspunt van sowel die MFMA as die Munisipale Bate Oordragregulasies is dus 'n openbare mededingende proses.

21. Paragraaf 21.4 van die Eiendomsadministrasiebeleid is 'n uitsondering op daardie uitgangspunt. 'n Uitsondering van hierdie aard moet eng vertolk word, en die feite wat dit aktiveer moet objektief vasstaanbaar wees. Waar die feite wat die uitsondering aktiveer deur die aansoeker self geskep is, deur die aangrensende erwe vooraf te bekom, is die uitsondering nie objektief nie.

22. Die item se eie motivering vir 'n direkte verkoop bevestig hierdie probleem. Daar word aangevoer dat die spesifieke ligging en toegang dit nie prakties maak vir alternatiewe ontwikkelaars om dieselfde ontwikkeling onder gelyke omstandighede te realiseer nie. Dit is korrek slegs omdat die huidige aansoeker reeds opsies oor die aangrensende erwe bekom het. 'n Ander ontwikkelaar wat dieselfde opsies bekom het, sou in presies dieselfde posisie gewees het.

23. Ek versoek dat die Raad aandui watter oorweging gegee is aan die moontlikheid om die geleentheid openbaar te adverteer, sodat die mark self kan bepaal watter aanbod die grootste ekonomiese en gemeenskapswaarde vir Riversdal oplewer.

5. Die item weerspreek homself oor die wesenlike voordeel vir die Munisipaliteit

24. Onder Regulasie 7 word tien faktore behandel. Faktor 1 voer aan dat die voorgestelde verkoop en ontwikkeling beduidende voordele vir die Munisipaliteit en die breër gemeenskap inhou, en lys ekonomiese groei, werkskepping, verhoogde munisipale inkomste, optimale benutting van 'n bate, verbeterde diensaanbod en stedelike ontwikkeling. Faktor 10 herhaal hierdie aansprake.

25. Faktor 3, onder die opskrif *Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit*, lui egter in soveel woorde dat die verkoop van 'n gedeelte van die eiendom **geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit sal inhou nie**. Faktor 7 lui voorts dat die impak op die kredietgradering, finansiële posisie en kontantvloei van die Munisipaliteit positief sal wees, dog nie wesenlik nie.

26. Hierdie standpunte kan nie naas mekaar bestaan nie. Of die verkoop lewer 'n wesenlike voordeel op, in welke geval faktore 3 en 7 verkeerd is, of dit lewer nie 'n wesenlike voordeel op nie, in welke geval die grondslag om 'n openbare park te vervreem grootliks verval.

27. Dit is nie 'n tegniese punt nie. Artikel 14(2)(b) van die MFMA verplig die Raad om die billike markwaarde van die bate sowel as die ekonomiese en gemeenskapswaarde wat in ruil daarvoor ontvang word, te oorweeg. Waar die item wat aan die Raad voorgelê is homself op presies daardie vraag weerspreek, kan nie gesê word dat die Raad daardie oorweging behoorlik kon uitoefen nie.

28. Ek versoek dat die Raad hierdie teenstrydigheid uitklaar, en dat die uitklaring aan die publiek beskikbaar gestel word voordat enige verdere besluit geneem word.

6. Die waardasie en die hersoneringswins

29. Die item lui dat die billike markwaarde deur twee gekwalifiseerde waardeerders bepaal is op R7 893 690,00 (BTW uitgesluit), en dat die gemiddelde van die twee waardasies as koopprys dien. Dit is ongeveer R212,37 per vierkante meter.

30. Voorwaarde 2.6 bepaal dat die koper verantwoordelik is vir die onderverdeling, konsolidasie en hersonering van die erwe. Die volle waardevermeerdering wat uit die hersonering van openbare oop ruimte na kommersiële gebruik voortspruit, val gevolglik die koper toe en nie die publiek nie.

31. Dit gee aanleiding tot 'n vraag wat wesenlik is en wat tans nie uit die openbare dokumentasie beantwoord kan word nie: is die eiendom gewaardeer op grond van sy huidige sonering as openbare oop ruimte, of op grond van die kommersiële sonering waarheen dit hersoneer sal word? Die verskil tussen daardie twee grondslae, op 'n terrein van 3,7 hektaar wat 'n winkelsentrum van tussen 7 500 m² en 10 000 m² met nasionale ankerhuurders sal huisves, is aansienlik.

32. Ek versoek dat beide waardasieverslae openbaar gemaak word, dat die waardasiegrondslag uitdruklik bevestig word, en dat die Raad oorweeg om die koopprys aan die na-hersoneringswaarde te koppel of 'n terugbetalingsmeganisme in te sluit sodat die hersoneringswins ten minste gedeeltelik aan die gemeenskap toeval.

7. Die voorwaardes herhaal die gebrek van 2011

33. Die item identifiseer self met presisie waarom die 2011-transaksie misluk het: die koopooreenkoms het geen beperking op vervreemding bevat nie, en die koper kon dus verkoop sonder om te ontwikkel.

34. Voorwaardes 2.1 tot 2.7 van die huidige besluit genees daardie gebrek nie. Op die geadverteerde bewoording is daar:

    (a) geen verpligting op die koper om die ontwikkeling hoegenaamd te voltooi nie;

    (b) geen sperdatum vir die aanvang of voltooiing van bouwerk nie;

    (c) geen verbod op of beperking van herverkoop voor voltooiing nie;

    (d) geen terugvalklousule of opsie ten gunste van die Munisipaliteit indien die ontwikkeling nie realiseer nie;

    (e) geen boete, rente of ander sanksie vir nie-nakoming nie; en

    (f) geen sekerheidstelling vir die verpligtinge onder voorwaardes 2.3 tot 2.6 nie.

35. Voorwaarde 2.7 maak die suksesvolle aankoop van Erwe 7648 en 2074 'n opskortende voorwaarde. Dit beskerm die transaksie. Dit beskerm nie die gemeenskap teen 'n herhaling van 2011 nie.

36. Indien die Raad ten spyte van hierdie beswaar met die vervreemding voortgaan, versoek ek dat elk van die bogenoemde meganismes as titelvoorwaardes in die transportakte geregistreer word, en nie bloot as kontraktuele bepalings tussen die partye opgeneem word nie.

8. Kritieke biodiversiteitsarea en die volgorde van besluitneming

37. Die item erken dat 'n kritieke biodiversiteitsarea oor 'n beduidende gedeelte van die terrein voorkom, dat dit die ontwikkelbare oppervlakte beperk, en dat die gedeelte nie ten volle ontwikkelbaar is nie weens omgewingsbeperkings.

38. Voorwaarde 2.5 laat dit aan die koper oor om die vereiste omgewingsmagtiging ingevolge die Nasionale Omgewingsbestuurswet 107 van 1998 te verkry. Die Raad het dus in beginsel besluit om grond te vervreem waarvan hy weet dat dit omgewingsgevoelig is, voordat enige omgewingsassessering onderneem is en voordat bekend is of die beoogde ontwikkeling regmatig kan voortgaan.

39. Artikel 2 van die Nasionale Omgewingsbestuurswet vereis dat die versteuring van ekosisteme en die verlies aan biodiversiteit vermy word, of waar dit nie geheel vermy kan word nie, geminimaliseer en herstel word, en dat 'n risiko-vermydende en versigtige benadering gevolg word. 'n Besluit om die grond eers te vervreem en die omgewingsvraag daarna te vra, keer daardie volgorde om.

40. Dit skep voorts die risiko dat die latere omgewingsproses met 'n voldonge feit gekonfronteer word. Waar 'n Raad reeds in beginsel besluit het om te verkoop en die koper reeds koste aangegaan het, word die omgewingsbeoordeling in die praktyk 'n formaliteit.

41. Ek versoek dat 'n volledige omgewingsimpakbepaling, insluitend 'n gespesialiseerde biodiversiteitsassessering wat die kritieke biodiversiteitsarea karteer en beoordeel, onderneem word voordat enige besluit oor vervreemding gefinaliseer word.

9. Erfenis: die monument en die skaal van die ontwikkeling

42. Die item bevestig dat daar 'n monument op die eiendom is en dat die ontwikkelaar dit 'n sentrale deel van die sentrumuitleg sal maak. Die monument is dus op die gedeelte wat vervreem word, en die uitleg van 'n kommersiële winkelsentrum sal die konteks en omgewing daarvan wesenlik verander.

43. Artikel 34(1) van die Nasionale Wet op Erfenishulpbronne 25 van 1999 bepaal dat geen persoon 'n struktuur of deel van 'n struktuur ouer as 60 jaar mag verander of sloop sonder 'n permit van die tersaaklike provinsiale erfenishulpbronneowerheid nie.

44. Artikel 38(1) van dieselfde Wet vereis voorts kennisgewing aan die erfenishulpbronneowerheid by onder meer enige ontwikkeling of ander aktiwiteit wat die karakter van 'n terrein **groter as 5 000 m²** sal verander. Die beoogde ontwikkeling strek oor 'n gekonsolideerde terrein wat 'n gedeelte van 37 170 m² insluit, en oorskry daardie drempel ruimskoots. Artikel 38(8) bepaal dat waar 'n omgewingsimpakbepaling vereis word, die erfeniskomponent binne daardie proses aangespreek moet word en die erfenisowerheid geraadpleeg moet word.

45. Ek versoek bevestiging of Erfenis Wes-Kaap reeds oor hierdie aansoek in kennis gestel of geraadpleeg is, wat die ouderdom en status van die monument is, en of enige erfenisimpakbepaling onderneem of aangevra is. Indien dit nie gedoen is nie, versoek ek dat geen verdere stap geneem word voordat dit gedoen is nie.

10. Die rolbalbane en klubhuis

46. Die item bevestig dat die bestaande rolbalbane en klubhuis op die gedeelte geleë is wat vervreem word, dat die ontwikkelaar se voorkeuropsie is om hierdie fasiliteite te hervestig indien geskikte alternatiewe munisipale grond beskikbaar gestel kan word, en dat die beraamde koste van hervestiging ongeveer R3 000 000,00 beloop.

47. Twee probleme volg hieruit. Eerstens is die hervestiging voorwaardelik gestel op die beskikbaarstelling van geskikte grond, terwyl slegs 'n potensiële terrein geïdentifiseer is. Voorwaarde 2.4 verplig die koper om te hervestig na 'n alternatiewe terrein soos deur die Munisipaliteit goedgekeur, maar geen sodanige terrein is verseker, goedgekeur of aan die publiek bekend gemaak nie.

48. Tweedens berus die beweerde instemming van die rolbalklub op 'n bevestiging deur die Voorsitter dat die klub in beginsel geen beswaar teen die hervestiging het nie. Instemming in beginsel deur 'n enkele ampsdraer, oor 'n terrein wat self nog net potensieel is, is nie 'n behoorlike grondslag om 'n gevestigde gemeenskapsfasiliteit te verskuif nie.

49. Ek versoek dat die alternatiewe terrein geïdentifiseer, verseker en aan die publiek bekend gemaak word, dat 'n formele besluit van die rolbalklub se lede ingewin word, en dat die hervestiging voltooi word voordat enige oordrag van die eiendom plaasvind.

11. Die afwesigheid van gespesialiseerde studies

50. Die item voer ekonomiese groei, werkskepping en 'n verbeterde diensaanbod aan. Hierdie aansprake word nie deur enige studie gestaaf wat aan die publiek beskikbaar gestel is nie. Die enigste marknavorsing waarna verwys word, is dié van die aansoeker self.

51. Vir 'n kommersiële ontwikkeling van hierdie skaal in 'n dorp van Riversdal se grootte, is die volgende studies na my submissie noodsaaklik voordat 'n besluit geneem kan word:

    (a) 'n onafhanklike kleinhandel- en ekonomiese impakstudie wat die uitwerking op die bestaande sakekern van Riversdal beoordeel, in besonder op gevestigde plaaslike kleinhandelaars;

    (b) 'n verkeersimpakstudie, tesame met bevestiging dat SANRAL geraadpleeg is, gegewe die ligging langs die N2;

    (c) 'n geraas- en omgewingsteurnisstudie met betrekking tot aangrensende woongebiede;

    (d) 'n onafhanklike beoordeling van die uitwerking op eiendomswaardes in die omliggende woonbuurte; en

    (e) 'n gespesialiseerde biodiversiteits- en erfenisassessering soos hierbo uiteengesit.

52. Sonder hierdie studies is die aanspraak dat die vervreemding in die openbare belang is, 'n bewering en nie 'n bevinding nie.

12. Alternatiewe is nie oorweeg nie

53. Die item oorweeg nêrens of die ekonomiese doelwitte op 'n ander wyse bereik kan word nie. Ten minste die volgende alternatiewe moes oorweeg gewees het:

    (a) 'n langtermynhuurooreenkoms in plaas van 'n uitregte verkoop, waardeur die Munisipaliteit die bate behou en 'n herhalende inkomstestroom verkry. Hierdie model

is nie vreemd aan die Raad nie: 'n huurtermyn van 99 jaar met 'n potensiële belegger is reeds in 2008 met betrekking tot hierdie einste park deur die Raad oorweeg;

(b) die vestiging van die ontwikkeling op grond wat reeds vir kommersiële doeleindes gesoneer is, waarvan daar volgens inwoners wel in Riversdal beskikbaar is;

(c) 'n verminderde voetspoor wat die rolbalbane, die monument en die kritieke biodiversiteitsarea vermy; en

(d) 'n openbare mededingende proses waarin verskeie voorstelle teen mekaar opgeweeg word.

54. Die verpligting om die ekonomiese en gemeenskapswaarde te oorweeg wat in ruil vir die bate ontvang word, kan nie behoorlik nagekom word sonder om te vra wat andersins ontvang kon gewees het.

13. Prosedurele gebreke in die kennisgewing

55. Paragraaf 2 van die Raadsbesluit verwys uitdruklik na voorwaardes **"2.1 - 2.8"**, terwyl slegs sewe voorwaardes, genommer 2.1 tot 2.7, gelys word. Een voorwaarde van die besluit waarop die publiek genooi word om kommentaar te lewer, is dus nie openbaar gemaak nie.

56. Behoorlike openbare deelname vereis dat die publiek weet waarop hulle kommentaar lewer. Waar die geadverteerde besluit op sy eie bewoording onvolledig is, is die deelnameproses gebrekkig. Ek versoek dat die ontbrekende voorwaarde 2.8 openbaar gemaak word en dat die besware-tydperk daarna heropen word vir 'n behoorlike verdere periode.

57. Ek versoek voorts bevestiging dat die besluit ingevolge artikel 14(2) van die MFMA geneem is in 'n vergadering wat vir die publiek oop was, soos daardie artikel vereis, en versoek 'n afskrif van die betrokke notule.

58. Ek versoek ten slotte bevestiging of kommentaar van die Nasionale en Provinsiale Tesourie, soos in voorwaarde 2.1 beoog, reeds ontvang is, en indien wel, dat sodanige kommentaar aan die publiek beskikbaar gestel word.

14. Die status van die grond as openbare plek en die titelvoorwaardes

59. Volgens die openbare rekord is Jurisch Park in 1963 as natuurtuin geproklameer en het die proklamasie in die Staatskoerant verskyn. Die item spreek nêrens die status van die grond as 'n geproklameerde openbare plek aan nie.

60. Ek versoek uitsluitsel oor die volgende:

(a) of die betrokke gedeelte formeel as openbare plek of openbare oop ruimte gesoneer of geproklameer is;

(b) of daardie openbare plek gesluit of gedeproklameer moet word voordat vervreemding kan plaasvind, en indien wel, ingevolge watter bepaling en of daardie proses gevolg is; en

(c) wat die titelvoorwaardes van Erf 2080 self is, in die besonder of die grond aan die Munisipaliteit oorgedra is onderworpe aan enige voorwaarde, beperking of terugvalreg wat verband hou met die gebruik daarvan as park of met die vervreemding daarvan.

61. Hierdie laaste punt is wesenlik. Die item bevestig dat die 2011-koopooreenkoms geen beperkings bevat het nie, maar dit sê niks oor die titelvoorwaardes van Erf 2080 self nie. Volgens gepubliseerde berigte is destyds beweer dat die grond aan die gemeenskap oorgedra is op voorwaarde dat dit nooit verkoop mag word nie. Indien sodanige voorwaarde in die titelakte voorkom, is dit deurslaggewend, en dit behoort voor enige verdere stap uitgeklaar en aan die publiek bekend gemaak te word.

15. Die gemeenskapswaarde is nie behoorlik oorweeg nie

62. Jurisch Park is die openbare groen ruimte by die ingang tot Riversdal langs die N2. Dit dra 'n monument, gevestigde bome, gemeenskapsportfasiliteite en 'n kritieke biodiversiteitsarea. Dit word deur gesinne en kinders gebruik, in die besonder deur inwoners met beperkte oop ruimte by hul eie wonings. Dit dra die naam van 'n Riversdalse familie waarvan 'n direkte afstammeling self teen die voorstel beswaar aangeteken het.

63. Ongeveer vyftig inwoners het op Saterdag 15 Augustus 2026 by die park byeengekom om hul teenkanting te betoon. Die openbare reaksie op hierdie voorstel is nie marginaal nie.

64. Artikel 24 van die Grondwet waarborg aan elkeen die reg op 'n omgewing wat nie skadelik is vir gesondheid of welstand nie, en verplig die staat om die omgewing te beskerm vir huidige en toekomstige geslagte. Artikel 152 dra aan munisipaliteite die verantwoordelikheid op om 'n veilige en gesonde omgewing te bevorder en gemeenskappe by munisipale aangeleenthede te betrek. Artikel 195 vereis deursigtigheid, verantwoordbaarheid en openbare deelname in openbare administrasie.

65. Die item beoordeel die eiendom deurgaans as 'n onderbenutte bate wat meer produktief aangewend kan word. Dit is 'n suiwer finansiële raamwerk. Die gemeenskapswaarde van 'n park, geskiedkundig, kultureel, esteties, ontspanningsgewys en omgewingsgewys, verskyn nêrens as 'n selfstandige oorweging teenoor die beweerde ekonomiese voordeel nie, soos artikel 14(2)(b) van die MFMA vereis.

DEEL D: VERSOEKE

66. Ek versoek Hessequa Munisipaliteit eerbiedig om die volgende:

Primêre versoek

67. Dat die Raadsbesluit teruggetrek word en dat die aansoek geweier word, alternatiewelik dat die aangeleentheid terugverwys word vir heroorweging op 'n behoorlik toegeruste rekord.

Inligting en dokumentasie

68. Sonder om afbreuk te doen aan die primêre versoek, en ingevolge die Wet op Bevordering van Toegang tot Inligting 2 van 2000 sowel as die beginsel van deursigtigheid in artikel 195 van die Grondwet, versoek ek afskrifte van die volgende:

    (a) die volledige Raadsitem en die volledige Raadsbesluit, insluitend die ontbrekende voorwaarde 2.8;

    (b) die notule van die vergadering waarin die besluit ingevolge artikel 14(2) van die MFMA geneem is, en bevestiging dat daardie vergadering vir die publiek oop was;

(c) beide waardasieverslae, tesame met uitsluitsel oor die soneringsgrondslag waarop gewaardeer is;

(d) die titelakte van Erf 2080, Riversdal, met alle titelvoorwaardes;

(e) die 2011-koopooreenkoms met Meiprops Twee en Twintig (Edms) Bpk;

(f) die Munisipaliteit se Eiendomsadministrasiebeleid in geheel;

(g) die ooreenkomste of opsies waarna in die item verwys word tussen die aansoeker en die eienaars van Erwe 7648 en 2074, in soverre dit openbaar gemaak kan word;

(h) enige kommentaar ontvang van die Nasionale en Provinsiale Tesourie; en

(i) enige regsopinie of interne memorandum oor die klassifikasie van die eiendom as nie-lewensvatbare eiendom.

Studies en prosesse

69. Dat geen finale besluit geneem word voordat die volgende voltooi en openbaar gemaak is nie:

(a) 'n volledige omgewingsimpakbepaling met 'n gespesialiseerde biodiversiteitsassessering;

(b) raadpleging met Erfenis Wes-Kaap en 'n erfenisimpakbepaling met betrekking tot die monument en die terrein;

(c) 'n onafhanklike kleinhandel- en ekonomiese impakstudie;

(d) 'n verkeersimpakstudie tesame met SANRAL se kommentaar; en

(e) 'n onafhanklike beoordeling van die uitwerking op eiendomswaardes en op omliggende woongebiede.

Prosedurele versoeke

70. Dat die ontbrekende voorwaarde 2.8 openbaar gemaak word en die besware-tydperk daarna heropen word.

71. Dat ek as belanghebbende en geaffekteerde party geregistreer word en skriftelik in kennis gestel word van elke verdere besluit of proses in hierdie aangeleentheid.

72. Dat beswaarmakers die geleentheid gegun word om die Raad mondeling toe te spreek voordat 'n finale besluit geneem word.

73. Dat skriftelike redes vir enige besluit wat geneem word aan my verskaf word, en hierdie versoek dien tot daardie einde ook as 'n versoek om redes ingevolge artikel 5 van die Wet op Bevordering van Administratiewe Geregtigheid 3 van 2000.

Indien die Raad nietemin voortgaan

74. Indien die Raad ten spyte van bostaande met die vervreemding voortgaan, versoek ek dat die volgende as geregistreerde titelvoorwaardes opgeneem word: 'n sperdatum vir die aanvang en voltooiing van die ontwikkeling; 'n verbod op vervreemding voor voltooiing; 'n terugvalreg of terugkoopopsie ten gunste van die Munisipaliteit teen die oorspronklike

koopprys indien die ontwikkeling nie binne die gestelde tydperk realiseer nie; sekerheidstelling vir die hervestiging van die rolbalbane en klubhuis; en 'n verpligting dat die hervestiging voltooi word voor oordrag.

SLOT

Jurisch Park is in 1963 vir die gemeenskap van Riversdal opsy gesit. In 2011 is 'n gedeelte daarvan verkoop op die belofte van ontwikkeling wat nooit gekom het nie, en die publiek het niks ontvang nie. Die Raad se eie item erken dit. Die versoek wat nou voorlê, is dat die gemeenskap 'n aansienlik groter gedeelte prysgee, aan 'n enkele koper, sonder mededinging, sonder studies, sonder ontwikkelingsverpligting, en op 'n rekord wat homself weerspreek oor of daar enige wesenlike voordeel vir die Munisipaliteit is.

Ek doen 'n dringende beroep op die Raad om hierdie beswaar, tesame met die vele ander besware wat deur die gemeenskap ingedien is, behoorlik te oorweeg, en om die Munisipaliteit se verpligtinge ingevolge die Grondwet, die Wet op Munisipale Finansiële Bestuur en die toepaslike omgewings- en erfeniswetgewing na te kom.

Ek is beskikbaar om enige aspek van hierdie beswaar toe te lig indien dit die Raad van hulp sou wees.

Die uwe,

SYBRAND RUDOLPH VAN DYK

Inwoner van Riversdal

20 Augustus 2026

AANHANGSELS

A. Suid-Kaap Forum, "Riversdallers sê nee vir winkelsentrum by Jurisch Park", 19 Augustus 2026.

https://www.suidkaapforum.com/News/Article/Local-News/riversdallers-se-nee-vir-winkelsentrum-by-jurisch-park-202608190958

B. Suid-Kaap Forum, "Jurisch Park: Inwoners ontstoke oor bome", 28 Junie 2012.

https://www.suidkaapforum.com/News/Article/Local-News/inwoners-ontstoke-bome-in-jurisch-park-20170711

Albert Kleynhans

From: MM PA
Sent: Friday, 21 August 2026 08:00
To: Albert Kleynhans
Subject: FW: Jurisch Park soos geadverteer in Suid-Kaap Forum

Goeiedag Albert,

Hiermee vir jou aandag en hantering.

Groete / Regards,
Deirdre

From: Hentie Schumann <schuouma@gmail.com>
Sent: Thursday, 20 August 2026 19:14
To: Albert de Klerk <mm@hessequa.gov.za>
Subject: Jurisch Park soos geadverteer in Suid-Kaap Forum

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hiermee my sterkste teenkanting teen hersonering, verkoop en ontwikkeling van Gedeelte van Jurischpark en wel om redes soos gemotiveer deur Dr Janet Naude in haar skrywe aan Hessequa munisipaliteit.

By voorbaat dank
Hentie Schumann
082 595 8456

Albert Kleynhans

From: Pieter Steyn <pgsteyn@icloud.com>
Sent: Thursday, 20 August 2026 14:28
To: Albert Kleynhans
Subject: Jurisch Park Intended Sale

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Sir,
I wish to express my profound objection to the intended sale of a portion of Jurisch Park to developers of a commercial venture.
Our family has a long history with Riversdale, which was established almost 200 years ago on a portion of our Steyn family's farm Doornkraal. Over this whole period of time the Steyn family kept its relationship with Riversdale going and we were good friends of the Jurisch family.
I returned to live here 25 years ago and made major investments to restore the Langstraat area. Destroying the 100 year old Jurisch Park gracing the entrance to Riversdale will be sacrilegious and put my investment at great risk.
Regards,
Prof Dr Pieter Steyn

Sent from my iPhone

MUNISIPALITEIT
HESSEQUA
MUNICIPALITY
2026 -08- 20
ONTWIKKELINGSBEPLANNING/
DEVELOPMENT PLANNING
POSBUS/PO BOX 29
RIVERSDAL/E. 6670

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Paul Johannes Smit
Fisieke Woonadres in Riversdal: Dicksonstraat 22
Kontaknommer (Telefoon / Sel): 083 800 4224
E-posadres: johannsmi@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
✓ [ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Bo en beyond die historiese aspek moet verdere omvattende studies gedoen word tesame met insette van die bewoners

HANDTEKENING VAN BESWAARMAKER

DATUM 18 Augustus 2026

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
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1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van:	**Jurgen Johannes STREICHER**
Fisieke Woonadres in Riversdal:	**Tritoniapark 14**
Erfnommer (indien bekend):	**14335**
Kontaknommer (Telefoon / Sel):	**072 4307 237**
E-posadres:	**jurgstreicher1959@gmail.com**

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
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21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Ek is 'n 67 jarige huiseienaar in Riversdal wat groot geword het en reeds 43jaar in die distrik boer. Riversdal het altyd bekend gestaan as 'n dorp met 2 bekende landmerke: die berg met die Slapende Skoonheid en die tweede, Jurisch Park, wat jy nie kon miskyk as jy by die dorp verby ry nie. Toeriste het die besondere mooi park opgemerk en ingedraai om meer van Riversdal te ontdek. Dit is egter betreurenswaardig dat die Munisipaliteit dit so laat agteruit gaan het sodat dit van geen ekonomiese waarde is nie. 'n Voorstel sou wees om die park weer na sy eertydse status te herstel

sodat dit die verbygaande toeris se aandag sal trek. Die idee om Jurisch Park te vervreem en ontwikkeling daar toe te laat, klink na 'n manier om vinnig geld te maak en van 'n probleem ontslae te raak aangesien daar geen onderhoud gedoen word nie. Ek is dus ten sterkste gekant teen die vervreemding van Jurisch Park asook die voorgenome ontwikkeling wat daar beplan word.

21/08/2024

HANDTEKENING VAN BESWAARMAKER

DATUM

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

Volle Naam en Van: Helene Francina Roos

Fisieke Woonadres in Riversdal: Louwrensweg 2

Erfnommer (indien bekend):

Kontaknommer (Telefoon / Sel): 083 269 7237

E-posadres: lientjieroos@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[X] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[X] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (

)

identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige

kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:
1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande

sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Gesondheid- en Waardedaling-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsimpakbeoordeling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Blaai om asb!

Ek wil my mening spesifiek sterk uitspreek ter ondersteuning van die punt t.o.v. die "dubbele negatiewe impak op die groen-ruimtes". Ek kan nie meer saamstem op die punt nie.

Ek is lid van die Riversdal Tenniklub en speel twee maal 'n week in die middag se gereelde klubsosiaal. M.a.w. ek "sien" hoe die groen area van Takkiskloof benut word deur die breër gemeenskap. Daarmee bedoel ek die "breër"-gemeenskap. Mense oefen hul golfhout, andir stap met hul honde, 'n pappa skop rugbybal met sy seuntjie, gesinne en vriende kom daar onder die bome bymekaar en geniet hul KFC of andir picknikverversings en Hoërskool seuns, van verskillende skole van die dorp kom speel daar raakrugby en sokker met mekaar.

Dit sal 'n totale onreg wees teenoor ons gemeenskap indien daardie groen area opgegee word!!

H.F. Roos

HANDTEKENING VAN BESWAARMAKER

20 Augustus 2026

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

[illegible]

[illegible]

AAN: Die **Munisipale Bestuurder, Hessequa** Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, **Riversdal** (Jurisch **Park) aan Dorpstraat Convenient** Retail Investments (Edms) Bpk. **vir** die ontwikkeling **van** 'n **kommersiële** winkelsentrum en moontlike residensiële **eenhede.**

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: WILLEM KLAASE

Fisieke Woonadres in Riversdal: 114 LANGSTR., RIVERSDAL

Kontaknommer (Telefoon / Sel): 062 456 9493

E-posadres:

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (Erf 2080)

[ ] Kerklid / Gemeenskapslid (Lid van 'n konkrete Christelike kerk gemeenskap)

[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid beduiwe word deur kommersiële desentralisasie)

[ ] Besorgde Inwoner / Belanghebbende Burger (gaatskeer [illegible] die behoud van [illegible] groen bates wil)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die Munisipaliteit beoog om 'n [illegible] gedeelte van ongeveer 37 170 m² (sowa 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie [illegible] ernstige misbruik en verbuiging van die wettelike geest en definisie. In die Suid-Afrikaanse munisipale regsraamwerk (MFMA en MATR) is die

[illegible] verkoop van [illegible] grond [illegible] kleie, [illegible] 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies [illegible] byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of vlakke liggingkwaliteit [illegible] Park [illegible] n [illegible] de-ades [illegible] self [illegible] operbare gate en ontdaanningsgebied funksioneer.

Die beleweni [illegible] betoog as die bewering dat [illegible] ewenwaardig is [illegible] omdat dit nie tans [illegible] inwoners in omliggende buurte met nie [illegible] tot private oop ruimtes of erwe by hul huise nie, vir rule [illegible] juridisch [illegible] gesamtelike kan ontmoet [illegible] ders veilig kan speel, en [illegible] gesamtelike welstand van die gemeenskap sou [illegible] strategies-geleë operbare par[illegible] stempel [illegible] van die wet.

Die goedgekeurde Spac al Development Fra[illegible]
(https://www.pressreader.com/south-africa/cape-argus/20241104/281479275446344?utm_medium=email&utm_source=newsletter&utm_campaign=daily-digest&utm_content=article&utm_term=Municipality-spatial-development-framework-2024-2025.pdf) [illegible] Gemeenskap Gesprekvoerwaardigheid [illegible] 22 [illegible] die 22ste [illegible] die MU4-[illegible] es sal geskort tot N2 [illegible] Service industrial, commercial, [illegible]

Aangesien die municipaliteit reeds [illegible] toegewysde omgewing [illegible] die [illegible] sone [illegible] die N2 [illegible] op die 2030 [illegible] mitsmt met die SPLUMA-beginsels van Ruimtelike Doeltreffendheid, Spatiale Effisiensie [illegible] wat weens die reeds bestaande, onderbenutte kommersiële [illegible] sens lewe gemeenskapsontwikkeling [illegible] word.

B. Drastiese Inbreuk op Lewenskwaliteit: Omliggende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag bewer sonder enige twyfel [illegible] die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsoegnippe toon egter 'n duidelike tweedeling. Terwyl die kunstmatige spekulatiewe grondwaarde van die munisipaliteit se belastingformule mag stig, dat die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende omliggende erwe, hulle en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die [illegible] factors van swaar [illegible] nagtelike [illegible] en 24-uur industriële verkeersgeraas. Hierdie [illegible] dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners [illegible] die [illegible] eiendomswaardes es [illegible] en gevolglik hoer maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwikkeling geïrriteerd word en hul huise wil verkoop, sal hul huise weens die [illegible] langs 'n raserige kommersiële sone minder op die mark bedraag, terwyl [illegible] sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Rivendal te koop (die vervangingswaarde-dilemma).

C. Erkenning van Geen Wesenlike Munisipale Voordeel en Bedreiging van Middelpoort Ekonomie

In 'n uiterst openbarende teenstrydigheid verklaar die Raad se ele verslag onder Punt 3 (Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit) dat daar, Teenspoed. Die verslag van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie. Dit is negatief en moeilik om aanvaarbaar dat die munisipaliteit 'n onverwarglose openbare ruimte van 3.7 hektaar groen oop ruimte permanent verwyder terwyl hulle dit erken dat die transaksie geen wesenlike langtermyn voordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hoogstens 1 800 vierkantmeter (18 000 vk/v) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middelpoort van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde, winkels en ondersteunende dienste, wat uiteindelik die ekonomiese lewensbloed van die dorp ernstig kan verswak, terwyl die winste van die nuwe sentrum uit die dorp vloei na 'n distansiële hoofkantore.

D. Ernstige Kommersiële Oorlas, Gevare vir Veiligheid en Rustige Residensiële en Kerksone

Die omliggende straten en woonstelle is reeds geïsoleerd en 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap in die dorp. Die voorgestelde grootskaalse kommersiële ontwikkeling, met talryke arbeidsonderbrekings, sal 'n verwoestende effek op hierdie voorheen rustige, voetgangervriendelike area hê. Die voorgestelde 24-uur megawinkel gaan verkeer van massiewe vrachtwagens, aflaai-bedrywighede en verhoogde voertuigverkeer na hierdie eksteen huisbuurt en kerk in die proses dwing gaan word. Dit sal die veiligheid van die buurt, die kwaliteit van leef en voetgangers in die straat, en die ruimtelike en estetiese waarde van die aangrensende kerk en gemeenskapsruimtes ernstig aantas, die maatskaplike ontwrig. Die munisipaliteit het verwys na die moontlike opheffing van die kerk en die gemeenskapsruimte.

E. Vernietiging van Kritieke Biodiversiteitsruimte en Ontwikkeling op die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese gang van Riversdal. Die aanbod van die munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan kwaal deper. Die voorgestelde ontwikkeling vereis die volledige lengte van beton en teer is 'n stryd met volhoubare stedebeplanning en omgewingsbeskerming.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n sentrale deel van die winkelsentrum te gebruik, is 'n grootskaalse verwaarlosing van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis beskerm is, te omring met parkeerterreine, winkelgeraas, en inkopetroliesstroom dit reeds van sy stedelike en historiese konteks.

F. Die "Dubbele Negatiewe" Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, duboele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal.

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toegankelike en histories gevestigde groen long.

2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (deur 'n geraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. *Hierdie hervestiging beteken dat die oorbiywende oop, groen en natuurlike areas binne die* Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: nulle verloor nie net hul [illegible] park in die middedorp nie, maar die enige [illegible] van die Takkieskloof word ook [illegible] gemaak. Die [illegible] aanbiywende oop groen area van die dorp word [illegible] verminder. Bovoorp [illegible] die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn gelee. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer [illegible] stel hierdie verskuiwing die rolbalkoue [illegible] Dit verteenwoordig 'n swak beplanningskeuse wat [illegible] ekologie en die langtermyn [illegible] van [illegible] in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe [illegible] persoonlikheids goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, gekwalifiseerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die [illegible] finansiële en kapitaal verlies vir die omliggende huiseienaars wetenskaplik te meet [illegible] impak op lewensgehalte en die belastingvermoë te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middedorp-handelaars, plaaslike dienslewe, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid van die breer gemeenskap onafhanklik te [illegible], sodat om die teenstrydigheide in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar aflewerings voertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en herstellingsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

KOM ONS BLY HOU ONS

ERFENIS IN HESSEQUA.

NEE VIR VERVREEMDING EN ONTWIKKELING

IN JURISCH PARK.

BOU 'N BESIGHEIDSSENTRUM OP

N ANDER PLEK.

BEWAAR JURISCH PARK VIR

ONS NAGESLAG!!!

20/08/2026.

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Esther Smous

Fisieke Woonadres in Riversdal: 20 Prof Jack Simon Street Riversdal

Kontaknommer (Telefoon / Sel): 061 708 3468

E-posadres: —

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

Epts

20/8/2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: DEIDRE LUCAS

Fisieke Woonadres in Riversdal: SONSKYN STR. 288

Kontaknommer (Telefoon / Sel): 0791978001

E-posadres:

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (*https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf*) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesiflek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskele omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar aflewerings voertuie (groot vragmotors), konstante klienteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

EK TEKEN ERNSTIGE BESWAAR AAN TEEN DIE ONTWIKKELING VAN 'N BESIGHEIDSENTRUM TE JURISCH PARK.

JURISCH PARK IS DEEL VAN ONS KULTUUR EN IS EIE AAN RIVERSDAL.

EK SE NEE NIE DIE ONTWIKKELING VAN JURISCH PARK.

D. LUCAS

HANDTEKENING VAN BESWAARMAKER

20 - 08 - 2026

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: JOHAN HERMAN ISAACS

Fisieke Woonadres in Riversdal: 76 BARRYSTRAAT RIVERSDAL

Kontaknommer (Telefoon / Sel): 0734113258

E-posadres: johanisaacs52@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
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Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

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die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

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B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietrollies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

Dit beteken dat die gemeenskap dubbel gestraf word: hulle verloor nie net hul primêre park in die middedorp nie, maar die enigste alternatiewe oop natuurlike area in Takkieskloof word ook drasties ingekort en ingepak. Die totale oorblywende oop groen area van die dorp word sodoende radikaal verminder. Boonop is die voorgestelde terrein in Takkieskloof binne die bekende vloedlyn geleë. Alhoewel daar beweer word dat die stormwaterkanale opgegradeer is, stel hierdie verskuiwing die rolbalklub se nuwe infrastruktuur aan onnodige omgewings- en vloedrisiko's bloot. Dit verteenwoordig 'n swak beplanningskeuse wat beide die ekologie en die langtermyn volhoubaarheid van plaaslike sport in gevaar stel.

3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

DIT IS MEI HARTSEER, WAT EK KONNIS NEEM DAT DIE HUIDIGE MUNISIPALE RAAD, ONS GEMEENSKAP WIL ONTERF VAN 'N OPENBARE ERFSTUK JURISIT PARK VAN ONS KINDERS WIL ONTSEÊ.

HIERMEE NEEM ONS ERNSTIG PERSEPSIE TEEN DIE BESLUIT VAN HIERDIE HUIDIGE RAAD. INSIEN DIT GAAN OOR GELD WIL ONS NIET SÊ DIE DEMOCRATIC ALLIANCE DRA NIE DIE GEMEENSKAP OP HUL HART NIE, EN GEEN SIN IN RAAD VIR AL SY INWONERS NIE.

GOD BEWARE

HANDTEKENING VAN BESWAARMAKER

DATUM 20-8-2026

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: Myrtle Kennel

Fisieke Woonadres in Riversdal: Sonskyn str 242

Kontaknommer (Telefoon / Sel): 0791978001

E-posadres: Myrtle Smith@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is die

uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

1. Inwoners (insluitend baie pensioenarisse) sal 'n kunsmatige styging in hul eiendomswaardasies kry en gevolglik hoër maandelikse eiendomsbelasting (rates & taxes) moet betaal vir 'n woning waarvan die lewenskwaliteit, stilte en gerief wesenlik vernietig is.
2. As inwoners weens die ontwrigting gedwing word om te verhuis, sal hul huise weens die ligging langs 'n raserige kommersiële sone minder op die mark behaal, terwyl dit hulle aansienlik meer sal kos om 'n soortgelyke woning met dieselfde rustigheid, spasie en groen uitsig elders in Riversdal te koop (die vervangingswaarde-dilemma).

C. Erkenning van 'Geen Wesenlike Munisipale Voordeel' en Bedreiging vir Middeldorp-Ekonomie

In 'n uiters openbarende teenstrydigheid verklaar die Raad se ele verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar aflewerings voertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

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F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

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3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

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Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

ONS GEMEENSKAP STEM NIE SAAM MET DIE VERVREEMDING VAN JURISCH PARK VIR DIE ONTWIKKELING VAN 'N BESIGHEID (KOMMERSIËL) NIE.

EK VOEL DIT KAN OP 'N ANDER GEDEELTE GE-IDENTIFISEER WORD EN ONS ONTSPANNINGS EN HISTORISIËSE ERFENIS MOET BEHOUE BLY.

EK SE ~~NEEN~~ NEE VIR DIE VERVREEMDING VAN JURISCH PARK.

Kennel — 20/08/2026

HANDTEKENING VAN BESWAARMAKER — DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeweer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: ANDREW JACOBS

Fisieke Woonadres in Riversdal: 20 PROF JACK SIMON STRAAT PROGRES

Kontaknommer (Telefoon / Sel): 078 033 4155

E-posadres: AJACOBS.HESSEQUA@GMAIL.COM

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
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2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

Die goedgekeurde Spacial Development Framework (https://www.hessequa.gov.za/wp-content/uploads/2026/04/hessequa-local-municipality-spatial-development-framework-2024-2025.pdf) identifiseer die area direk oorkant die N2-snelweg as die MU4-korridor (Gemengde Gebruiksontwikkelingskorridor). Seksie 3.3.2.9 van die SDF stipuleer eksplisiet dat die doel van die MU4-sone is "to encourage high-intensity commercial and retail activities adjacent to N2, which may comprise retail, business, service industries, community services... as well as service stations."

Aangesien die munisipaliteit reeds 'n toegewysde, omgewingsgeskikte en spesifiek beplande ruimtelike sone vir hoë-intensiteit streekkleinhandel oorkant die N2 beskikbaar het, is daar geen ruimtelike behoefte om 'n gevestigde openbare park en groen poort te vernietig nie. Die skepping van 'n dupliserende kommersiële node op Erf 2080 is in stryd met die SPLUMA-beginsel van Ruimtelike Doeltreffendheid (Spatial Efficiency), wat vereis dat reeds beplande, onderbenutte kommersiële sones eerste geaktiveer moet word voordat sensitiewe gemeenskapsbates gelikwideer word.

B. Drastiese Inbreuk op Lewenskwaliteit, Omringende Eiendomswaardes en die Vervangingsdilemma

Die amptelike Raadsverslag beweer sonder enige stawende wetenskaplike bewys dat die ontwikkeling sal lei tot 'verhoogde eiendomswaardes'. Eiendomsnavorsing en stadsbeplanningsbegrippe toon egter 'n duidelike tweedeling: terwyl die kunsmatige spekulatiewe grondwaarde vir die munisipaliteit se belastingformule mag styg, daal die werklike residensiële markwaarde en verkoopbaarheid van die aangrensende wonings drasties. Huise en kerke wat tans grens aan of uitkyk op 'n rustige, groen park sal gekonfronteer word met die permanente verlies van natuurlike geriewe (amenity loss), asook die oorlas (nuisance factors) van swaar afleweringsverkeer, nagtelike ligbesoedeling, en 24-uur industriële verkoelingsgeraas. Hierdie hersonering dwing inwoners in 'n onregverdige sosio-ekonomiese strik:

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In 'n uiters openbarende teenstrydigheid verklaar die Raad se eie verslag onder Punt 3 ('Wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit') op bladsy 5 eksplisiet: 'Die verkoop van 'n gedeelte van die eiendom sal geen wesenlike ekonomiese of finansiële voordeel vir die Munisipaliteit inhou nie.' Dit is regtens en moreel onaanvaarbaar dat die munisipaliteit 'n onvervangbare openbare bate van 3.7 hektaar groen oop ruimte permanent wil vervreem terwyl hulle self amptelik erken dat die transaksie geen wesenlike langtermynvoordeel vir die raad inhou nie. Boonop sal 'n nuwe winkelsentrum van hierdie skaal (beoogde 7 500 m² tot 10 000 m²) koopkrag en voetverkeer wegsuig vanaf die historiese en gevestigde Middeldorp van Riversdal. Dit bedreig die voortbestaan van talle plaaslike, dikwels familie-gebaseerde kleinbesighede, wat sal lei tot leegstand in die ou dorpskern en uiteindelik 'n netto ekonomiese agteruitgang vir plaaslike entrepreneurs veroorsaak, terwyl die winste van die nuwe sentrum uit die dorp vloei na nasionale hoofkantore.

D. Ernstige Kommersiële Oorlas, Geraas en Verkeer in 'n Rustige Residensiële- en Kerksone

Die omliggende strate en wonings is ontwerp en gevestig as 'n rustige, veilige residensiële area en 'n sfeer van aanbidding en gemeenskap met verskeie omliggende kerke. Die vestiging van 'n grootskaalse winkelsentrum met nasionale ankerhuurders bring onvermydelike kommersiële oorlas: daaglikse en vroegoggend swaar afleweringsvoertuie (groot vragmotors), konstante kliënteverkeer, asook die volgehoue, 24-uur meganiese geraas van massiewe industriële lugversorging- en verkoelingstelsels wat regstreeks teen huise en kerke se grense geplaas gaan word. Dit sal die rustigheid van die buurt, die veiligheid van kinders en voetgangers in die strate, en die stiltetye en eredienste van die omliggende kerke en gemeentes ernstig en permanent ontwrig. Die munisipaliteit het versuim om die impak op hierdie kerke en die gemeenskap te meet.

E. Vernietiging van 'n Kritieke Biodiversiteitsarea en Ontwaardiging van die Historiese Monument

Jurisch Park dien as 'n belangrike ekologiese 'groen long' vir Riversdal. Die amptelike munisipale dokumente erken dat 'n beduidende gedeelte van Erf 2080 as 'n Kritieke Biodiversiteitsarea (CBA) geklassifiseer is, wat die fisiese ontwikkelbaarheid daarvan swaar beperk. Die vernietiging van hierdie sensitiewe inheemse ekostelsel ten gunste van beton en teer is in stryd met volhoubare stadsbeplanning en omgewingsbewaring.

Verder is daar 'n historiese monument op die perseel. Die ontwikkelaar se plan om die monument bloot as 'n 'sentrale deel van die winkelsentrum se uitleg' te integreer, is 'n growwe miskenning van die monument se historiese betekenis, waardigheid en atmosfeer. Om 'n erfenisbate, wat deur die gemeenskap as 'n simbool van nagedagtenis opgerig is, te omring met parkeerterreine, winkelgeraas, en inkopietroflies, stroop dit heeltemal van sy respekvolle en historiese konteks.

F. Die 'Dubbele Negatiewe' Impak op Openbare Groen Ruimtes en Sportinfrastruktuur (Die Takkieskloof-Hervestiging)

Die voorgestelde oordrag en ontwikkeling van Jurisch Park skep 'n destruktiewe, dubbele negatiewe impak (double-whammy) op die beskikbare oop groen ruimtes en ontspanningsareas in Riversdal:

1. Die Eerste Negatiewe Impak: Die gemeenskap verloor Jurisch Park as 'n sentrale, maklik toeganklike, en histories gevestigde groen long.
2. Die Tweede Negatiewe Impak: Om die bestaande rolbalbane en klubhuis te hervestig (teen 'n beraamde koste van R3 000 000,00), word daar beoog om hierdie fasiliteite na 'n alternatiewe munisipale terrein by die bestaande sportkompleks te skuif. Hierdie hervestiging beteken dat die oorblywende oop, groen en natuurlike areas binne die Takkieskloof-kompleks nou opgeoffer en volgebou sal moet word om plek te maak vir die nuwe rolbalbane en klubhuis.

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3. DRINGENDE EIS VIR ONAFHANKLIKE IMPAKSTUDIES EN PROSEDURELE DEEGLIKHEID

Kragtens die beginsels van administratiewe geregtigheid en prosedurele regverdigheid, eis ek dat die Hessequa Munisipaliteit GEEN verdere stappe neem, hersonerings goedkeur of koopooreenkomste finaliseer nie totdat die volgende onafhanklike, geakkrediteerde studies uitgevoer en vir volle publieke insae en kommentaar beskikbaar gestel is nie:

- **Onafhanklike Eiendoms- en Waardasie-Impakstudie:** Om die presiese finansiële en kapitaalverlies vir die omliggende huiseienaars wetenskaplik te meet en die impak op lewensgehalte en die belastingverhoging te kwantifiseer.
- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdruklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

JURISCH PARK IS IN GEHEEL DEEL VAN HESSEQUA SE GESKIEDENIS EN OOK 'N ERFENIS VAN DIE HESSEQUA

PTO

STREEK.

HIER IN RIVERSDAL IS DAAR GEEN ONTSPANNINGS OORDE NIE EN JURISCH PARK IS VERAL 'N GROOT AANTREKKINGSKRAG VIR VERAL ONS JONGMENSE OM DAAR TE GAAN VIR AFLEIDING.

ONS NEEM SELFS FOTO'S, MATRIEK AFSKEIDE, TROUES, ENS.

EK, ANDREW JACOBS, TEKEN MY BESWAAR AAN TEEN DIE ONTWIKKELING VAN 'N WINKELSENTRUM TE JURISCH PARK EN DIE VERWEENDING.

ONS VERWELKOM EKONOMIESE GROEI IN HESSEQUA MAAR NIE TEEN ONS ERFENIS EN HISTORIESE PLEKKE NIE. BLY HOU JURISCH PARK!!!

20.08.2026

HANDTEKENING VAN BESWAARMAKER

DATUM

FORMELE INDIVIDUELE BESWAARSKRIF

Kragtens SPLUMA en die Munisipale Bate-oordragsregulasies teen die voorgenome vervreemding en hersonering van 'n gedeelte van Erf 2080, Riversdal

AAN: Die Munisipale Bestuurder, Hessequa Munisipaliteit
PER E-POS: albert@hessequa.gov.za / info@hessequa.gov.za
PER POS / HANDAFLEWERING: Posbus 29, Riversdal, 6670

ADVERTENSIE / KENNISGEWING VERWYSING:
Voorgenome vervreemding van 'n gedeelte (ongeveer 37 170 m²) van Erf 2080, Riversdal (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk, vir die ontwikkeling van 'n kommersiële winkelsentrum en moontlike residensiële eenhede.

1. BESONDERHEDE VAN DIE BESWAARMAKER

Volle Naam en Van: GRANVILLE PETERSEN

Fisieke Woonadres in Riversdal: A.C. KIPPIES STRAAT

Kontaknommer (Telefoon / Sel): 0731856401

E-posadres: granvillepetersen98@gmail.com

Merk jou verhouding tot die eiendom/area met 'n 'X' (Jy kan meer as een kies):

[ ] Omliggende Inwoner / Buurman van Jurisch Park (ek woon naby Erf 2080)
[ ] Kerklid / Gemeenskapslid (lid van 'n oorkantse of plaaslike kerk / gemeente)
[ ] Plaaslike Riversdal Besigheidseienaar (wie se besigheid bedreig word deur kommersiële desentralisasie)
[ ] Besorgde Inwoner / Belanghebbende Belastingbetaler (wat die beskerming van openbare groen bates eis)

2. FORMALE REGSTEGNIESE EN SOSIO-EKONOMIESE BESWARE

Hiermee maak ek, die ondergetekende inwoner en geaffekteerde belanghebbende van Riversdal, formeel beswaar teen die aansoek om die verkoop en hersonering van 'n gedeelte van Erf 2080 (Jurisch Park) aan Dorpstraat Convenient Retail Investments (Edms) Bpk. Ek versoek die Hessequa Munisipaliteit en die Raad om hierdie oordrag en ontwikkeling te verwerp, gebaseer op die volgende dringende en feitelike gronde:

A. Ongeregverdigde Klassifikasie as 'Nie-Lewensvatbare' Eiendom en die Aktiewe Sosio-Reaksionele Funksie van die Park

Die munisipaliteit beoog om 'n massiewe gedeelte van ongeveer 37 170 m² (byna 3.7 hektaar, wat ooreenstem met ongeveer vier rugbyvelde) as 'nie-lewensvatbare eiendom' (non-viable property) te klassifiseer kragtens Paragraaf 21.4 van die Eiendomsadministrasiebeleid. Hierdie tegniese klassifikasie is 'n ernstige misbruik en verbuiging van die wetlike gees en definisie. In die Suid-Afrikaanse munisipale reg (kragtens die MFMA en MATR) is

die uitsondering vir die direkte verkoop van 'nie-lewensvatbare grond' uitsluitlik bedoel vir klein, onbeduidende 'oorskiet'-stukkies grond (soos stoepe, steege of klein sypaadjies van byvoorbeeld minder as 50 m²) wat weens hul beperkte omvang of fisiese ligging glad nie op hul eie ontwikkel of funksioneer kan word nie. Jurisch Park is egter 'n reuse, strategies-geleë openbare park wat vir dekades ten volle as 'n selfstandige openbare bate en ontspanningsgebied funksioneer.

Daarbenewens betwis ek die bewering dat hierdie grond 'nie-lewensvatbaar' is bloot omdat dit nie tans vir besigheid aangewend word nie. Dit verrig 'n hoogs lewensvatbare, aktiewe sosio-rekreasionele funksie. Baie inwoners in omliggende buurte het nie die voorreg van groot private oop ruimtes of erwe by hul huise nie; vir hulle is Jurisch Park die enigste toeganklike en naaste groen plek waar hul gesinne kan ontmoet, kinders veilig kan speel, en inwoners in 'n natuurlike omgewing kan verkeer. 'n Bate wat so 'n kritieke rol in die maatskaplike en geestelike welstand van die gemeenskap speel, is per definisie 'lewensvatbaar' en onontbeerlik. Om 'n massiewe, strategies-geleë openbare park van 3.7 hektaar as 'nie-lewensvatbaar' te stempel is 'n misbruik van die wet.

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- **Onafhanklike Sosio-Ekonomiese Impakstudie:** Om die impak op Riversdal se historiese Middeldorp-handelaars, plaaslike besighede, werksverliese in die middedorp, en die ekonomiese lewensvatbaarheid vir die breër gemeenskap onafhanklik te ontleed, asook om die teenstrydighede in die Raad se eie verslag op te klaar.
- **Omvattende Verkeers- en Geraasimpakstudie (TIA):** Om die vloei van swaar afleweringsvoertuie deur residensiële strate te modelleer en die desibelvlakke van 24-uur industriële verkoelingstelsels op omliggende residensiële en kerklike grense te meet.
- **Volledige Omgewingsinvloedbepaling (EIA):** Om die impak op die Kritieke Biodiversiteitsarea (CBA) kragtens NEMA (Wet 107 van 1998) deeglik te evalueer en die risiko's van die verskuiwing van die rolbalbane na 'n vloedlyn-area te ondersoek.

Ek behou uitdrukklik my wetlike reg voor om my beswaar mondeling voor die Munisipale Beplanningstribunaal (MPT) toe te lig en om alle verdere appèlregte en hersieningsopsies kragtens nasionale en provinsiale wetgewing voor te behou.

4. VERDERE OPMERKINGS

21/08/2026

HANDTEKENING VAN BESWAARMAKER **DATUM**

AfriForum

27 Augustus 2026

Mnr. A. KLeynhans

Hessequa Munisipaliteit

Van Den Berg Straat

Riversdal

6670

Per e-pos: albert@hessequa.gov.za

VOORGENOME VERVREEMDING VAN 'N GEDEELTE VAN ERF 2080 (JURISCHPARK), RIVERSDAL

Geagte Mnr. Kleynhans

Ons verwys na die openbare kennisgewing oor die voorgenome direkte verkoop van ongeveer 37 170 m² van Erf 2080, Riversdal, bekend as Jurischpark, aan Dorpstraat Convenient Retail Investments (Edms) Bpk vir 'n kommersiële winkelsentrum en residensiële wooneenhede. Besware en kommentaar sluit op 21 Augustus 2026 om 12:00.

Ons erken dat ontwikkeling ekonomiese voordele kan inhou. Jurischpark is egter 'n bestaande openbare groen- en ontspanningsruimte met sport-, gemeenskaps- en erfeniswaarde. Voordat 'n finale besluit geneem word, versoek ons duidelike antwoorde en die dokumente waarop die Munisipaliteit se besluit berus.

1. Klassifikasie as "nie-lewensvatbare" eiendom

Die kennisgewing sê dat die terrein as "nie-lewensvatbaar" beskou word omdat omgewingsfaktore die ontwikkelingspotensiaal daarvan "in isolasie" beperk. Hierdie klassifikasie is nie vanselfsprekend nie. Dit gaan om 'n groot, bestaande openbare park- en sportterrein wat terselfdertyd vir 'n omvangryke kommersiële en residensiële ontwikkeling beoog word.

Ons versoek daarom dat die Munisipaliteit:

- die presiese wetlike en beleidsgrondslag, definisie en kriteria vir die klassifikasie verskaf;
- die tegniese, ruimtelike of omgewingsverslae verskaf waarop die klassifikasie berus;
- verduidelik watter omgewingsfaktore ontwikkeling "in isolasie" beperk en hoe dit vir die voorgestelde ontwikkeling oorkom sal word;
- verduidelik waarom die terrein nie vir ander openbare, gemeenskaps-, residensiële of kommersiële gebruike benut of deur 'n mededingende proses aan ander belangstellendes beskikbaar gestel kan word nie; en

- bevestig hoe die terrein tans in die Munisipaliteit se bate- en eiendomsregister geklassifiseer is.

2. Direkte verkoop en waarde vir die gemeenskap

Verskaf asseblief die regs- en beleidsgrondslag vir 'n direkte verkoop aan die genoemde ontwikkelaar, eerder as 'n tender, veiling of ander mededingende proses. Ons versoek ook die volledige waardasieverslag en 'n verduideliking van hoe die verkoopprys, die ontwikkelaar se verpligtinge en die langtermynwaarde of koste vir die gemeenskap in die besluit verreken is.

Bevestig ook of enige ander belangstellendes of ontwikkelaars reeds belangstelling in die terrein getoon het en hoe soortgelyke of alternatiewe voorstelle beoordeel sal word.

3. Parke, openbare oopruimte en beplanning

Die verlies van 'n bestaande openbare park behoort teen Riversdal se huidige en toekomstige behoefte aan parke en oopruimte beoordeel te word. Ons versoek enige parkemeesterplan, oopruimtestrategie, fasiliteitsoudit of behoeftebepaling wat op Riversdal van toepassing is.

Dui asseblief aan hoe die voorgestelde vervreemding met die IDP en Munisipale Ruimtelike Ontwikkelingsraamwerk belyn is; of enige nuwe of vervangende parke vir Riversdal beplan word; en hoe die verlies aan groen- en ontspanningsruimte, boomdekking en dorpskarakter beperk of vergoed sal word.

4. Hervestiging van die Riversdal Rolbalklub

Die kennisgewing bepaal dat die bestaande rolbalbane en klubhuis na 'n alternatiewe terrein hervestig moet word. 'n Algemene onderneming om die fasiliteite later te verskuif, is egter nie voldoende om die werklike impak op die klub en gemeenskap te beoordeel nie.

Indien 'n terrein reeds geïdentifiseer is, versoek ons die erfnommer, ligging, grootte, eienaarskap en terreinplan, asook die studies wat aantoon dat dit geskik is. Die Munisipaliteit moet ook verduidelik hoe die nuwe terrein met die huidige een vergelyk ten opsigte van afstand, toeganklikheid, parkering, dienste, speeloppervlaktes, klubhuis en bedryfskoste.

Verskaf verder die beraamde koste, finansiering en tydlyn vir die hervestiging, asook die bindende waarborge wat sal verseker dat die nuwe fasiliteit voltooi word. Ons versoek dat die bestaande rolbalfasiliteite nie gesluit, gesloop of ontwrig word voordat 'n geskikte en volledig funksionele vervangingsfasiliteit beskikbaar is nie. Verskaf ook die rekord van konsultasie met die Riversdal Rolbalklub en sy lede.

5. Erfenis, omgewing en infrastruktuur

Verskaf asseblief enige erfenisstudie of -kommentaar wat betrekking het op Jurischpark, die Voortrekkermonument, die rolbalklub, gevestigde bome en die historiese dorpsbeeld, en bevestig of Heritage Western Cape geraadpleeg is.

Ons versoek ook alle reeds beskikbare omgewings-, vloedlyn-, vleiland-, biodiversiteits-, verkeers-, stormwater- en dienste-inligting. Bevestig watter verdere grondgebruik-, omgewings- en infrastruktuurprosesse nog vereis word en wanneer hierdie studies vir openbare insae beskikbaar sal wees.

6. Besluitneming en openbare deelname

Verskaf die volledige raadsitem, bylaes, notule en besluit waarop die kennisgewing berus. Bevestig ook dat geen finale of onomkeerbare ooreenkoms met die ontwikkelaar aangegaan sal word voordat die openbare deelnameproses, Tesourie-kommentaar en alle vereiste goedkeurings afgehandel is nie.

Verskaf bewys van waar en wanneer die kennisgewing en ondersteunende dokumente aan die publiek beskikbaar gestel is, asook die voorlegging aan en kommentaar van die Nasionale en Wes-Kaapse Provinsiale Tesourie. Bevestig hoe openbare besware, kommentaar en alternatiewe voorstelle aan die Raad voorgelê en oorweeg sal word.

Hierdie versoek word in 'n konstruktiewe gees gerig om te verseker dat die besluit oor Jurischpark deursigtig, goed gemotiveer en in die langtermynbelang van Riversdal se gemeenskap geneem word. Ons behou die reg voor om verdere kommentaar of besware in te dien nadat die aangevraagde inligting ontvang is.

Ons sien uit na u antwoord.

Vriendelike groete

Marthinus Erasmus
Distrikskoördineerder: Suid-Kaap
AfriForum
Sel: 081 216 9602
E-pos: marthinus.erasmus@afriforum.co.za

Albert Kleynhans

From: Sonette Burger <burgersonette@gmail.com>
Sent: Tuesday, August 18, 2026 12:57 PM
To: Albert Kleynhans
Subject: Jurich Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeie dag,

Ek wil graag my stem teen die verkoop van die stuk grond uitbring.

Jurich Park is n historiese stuk grond waarop destyds n publieke park aangelê was ter verfraaiing van Riversdal.

Dit is die ingang na ons dorp en is die eerste indruk wat n mens kry van die dorp, of jy n inwoner is, of n besoeker.

Riversdal vertoon landelik en skoon en ruimte.
Dit was die rede hoekom ons 7 jaar gelede hierheen verhuis het. Ons wou wegkom van die geraas, die stadsgejaagdheid en toegeboude omgewing waar ons vir 37 jaar gewoon het.

Om n winkelsentrum reg by die ingang van ons dorp op te rig is verregaande. Verkeersprobleme is sommer bo-aan die lys van probleme.
Parkering is n probleem.
Die vullis en agteruitgang van die area is n groot probleem. Kyk maar hoe lyk dit by ander winkelsentrums.

Indien Riversdal n winkelsentrum moet kry, moet n ander stuk grond daarvoor gesoneer word, maar definitief nie Jurich Park nie.

My stem is n definitiewe NEE.

Baie dankie.

Sonette Burger
Inwoner van Riversdal

Albert Kleynhans

From: Maryna Lerm <marynalerm1@gmail.com>
Sent: Wednesday, August 19, 2026 6:24 PM
To: Albert Kleynhans

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hiermee wil ek ten sterkste beswaar aanteken TEEN die beoogde ontwikkeling van Jurisch Park

Dit is een van Riversdal se belangrikste groen areas, plekke vir piekniek, ontspanning en n erfenis terrein plus n voortrekker monument.

Dit kan ernstige risiko's inhou dat dit die sakekern nadelig kan beinvloed en sodoende lei na die agteruitgang van ons dorp.

Rolbalbane wat moet verskuif is ook n probleem.
Dankie
Maryna Lerm

NG Kerk Riversdal-Wes

Tel 028 713 1350
Facebook: NG Kerk Riversdal-Wes

AAN WIE DIT MAG AANGAAN

By 'n Kerkraadsvergadering gehou op 31 Augustus 2026 is die volgende besluit geneem:

NG Kerk Riversdal-Wes het kennis geneem van die voorgenome plan van Hessequa Munisipaliteit om Jurisch Park te hersoneer en te verkoop aan 'n ontwikkelaar, wat beplan om 'n winkelsentrum op te rig.

Ons is ook bewus daarvan die die tydperk om beswaar aan te teken verstreke is en het ons dan ook nie amptelik beswaar aangeteken nie.

As buurman van die park het ons egter die vrymoedigheid om ons mening te gee oor die wenslikheid aldan nie van 'n winkelsentrum aldaar.

As Kerkraad voel ons dat die park altyd 'n pragtige landmerk in Riversdal was en dat dit in ere herstel moet word en in stand gehou word.

Die uwe

Tertius Lamprecht

Albert Kleynhans

1

From:	Trevor Maddison <trevormaddison65@gmail.com>
Sent:	Monday, 03 August 2026 15:19
To:	Albert Kleynhans; lilyvanrhyn2@gmail.com
Subject:	Verkope/Vervreemding gedeelte van erf 2080
Attachments:	CCF_000156.pdf; CCF_000157.pdf

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Middag Albert,

Hierby aangeheg vind die skrywe van Riversdal Rolbalklub rakende bogenoemde aangeleentheid.

Groete

Tannie Johanna

RIVERSDAL ROLBALKLUB
RIVERSDALE BOWLING CLUB

3 Augustus 2026

VERKOPE/VERVREEMDING VAN GEDEELTE VAN ERF 2080

Goeiedag Albert,

Baie dankie vir die geleentheid om namens Riversdal Rolbalklub insette te kan lewer ivm bogenoemde aangeleentheid.

Die Riversdal Rolbalklub is 'n gevestigde gemeenskapsbate, ligging is sentraal, maklik bereikbaar en in 'n groen area. Daar redelik nagatiewe kommentaar oor 'n aansoek om die gedeelte te benut as Ontwikkeling van nuwe besighede en 6 wooneenhede.Ons wil hiermee regtig ons kommer uitspreek oor die toename in ***rommelstrooiing en misbruik van drank wat tans op die perseel plaasvind en wat regtig 'n seeroog vir die klub is.*** Die Park word ook daagliks gebruik as 'n deurloop vanaf Kwanokhatula na die dorp. Ons is ook bewus van persone wat snags in hul motors in Jurisch Park bymekaar kom en selfs wat die nag daar slaap.
Die gebou wat aan die agterkant van die rolbal klubhuis is word ook as 'n bymekaarkomplek vir drink , 'n private toilet en rommelstrooiing gebruik wat baie onhigiënis is.
Bogenoemde feite beteken nie dat die klub gekant is teenoor die moontlike ontwikkeling op Erf 2080 nie.

Ons ondersteun volhoubare ontwikkeling wat ekonomiese groei kan bevorder, insluitend die skep van nuwe werksgeleenthede en meer geriewe vir inwoners, maar glo dat dit gedoen moet word op 'n wyse wat die langtermyn volhoubaarheid van openbare sport, ontspanning en gemeenskapsgebruik sal beskerm.

Indien die aansoek om verkoop aan die Ontwikkelaars goedgekeur word wil ons as Klub die volgende eise van ons kant ter tafel lê.

1. Daar moet 'n gelykwaardige of beter fasiliteit **vooraf beskikbaar wees** en mag die Klub of sy lede nie finansieël benadeel word nie.

Riversdale Bowls Club, Jurish Park, Riversdale 6670
084 583 6696 Johanna Maddison (President)
riversdalrolbalklubtesourier@gmail.com
https://www.facebook.com/Riversdalrolbalklub

2. Indien relokasie oorweeg sou word, behoort die volgende minimum vereistes vooraf gewaarborg te word:-

2a* 'n Volledig ontwikkelde nuwe terrein wat aan amptelike rolbalstandaarde voldoen bv:-
2b* Gelykwaardige of beter nuwe speelperke
2c* Klubhuis met stoorkamers
2d* Besproeiing en dreinering
2e* Veilige/voldoende parkeerareas
2f* Sekuriteit en beligting
2g* Terrein moet ten volle omhein wees.
2h* Landskapsontwikkeling, (bv bestaande aalwyne en of bome op terrein herplant wordop nuwe terrein)
2i* 'n Goeie ligging/ maklik toeganklik.

3. Geen finansiële las vir die Klub of sy lede nie

4. Voltooiing van alle nuwe fasiliteite voordat enige bestaande fasiliteit ontruim word.

5. Volle samesprekings met die Klubbestuur, lede en relevante rolbalowerhede.

Sodoende word die Klub se voortbestaan beskerm:
** Sodat ons nie lede verloor nie
** Nie borgskappe verloor nie
** Nie minder toernooie met besoekers sal kan aanbied.

Riversdal Rolbalklub ontvang gereeld spelers en besoekers van buite Riversdal.

Enige ontwikkeling behoort te verseker dat veilige toegang, voldoende parkering en minimale verkeersontwrigting vir sportaktiwiteite behoue bly.

Vriendelike groete

J Maddison
President
Riversdal Rolbalklub
084 583 6696.

2

Albert Kleynhans

From: Ellen-Ann Finnemore <eafinnemore@icloud.com>
Sent: Tuesday, 18 August 2026 14:28
To: Albert Kleynhans
Subject: Ten gunste

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hi
Hier nee wil ek my stem gee ten gunste van die projek. One het publieke areas nodig way skoon gehou word Dankie aan almal wat sover gehelp het Groete Sent from my iPhone

3

Albert Kleynhans

From: AS Muller <asmuller.muller4@gmail.com>
Sent: Wednesday, 19 August 2026 13:41
To: Albert Kleynhans

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Vir ontwikkeling en voor uitgang. Ja

Albert Kleynhans 4

From: Pieter Brink <pieterbrink520@gmail.com>
Sent: Tuesday, 18 August 2026 15:37
To: Albert Kleynhans

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Jurisch park moontlike verkope. My gevoel is dat dit 'n puik idee is. Goeie ontwikkelaar kan baie beteken vir dorp. Veral opelug restaurant by water sal puik wees.

Albert Kleynhans

5

From: Malan Cronje <malancronje@live.com>
Sent: Tuesday, 18 August 2026 14:12
To: Albert Kleynhans
Subject: JURISCH PARK – PUBLIKE INSETTE

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeiedag,

Soos per publieke deelname, is ek TEN GUNSTE van die voorgestelde ontwikkeling om 'n inkopiesentrum op te rig.

Redes as volg:

1. Die park is al vir lank verwaarloos ja, maar dit is juis wat die ontwikkeling hiervan staaf. Die park word slegs as 'n kuierplek gebruik en daar word nie aandag gegee aan sy welstand nie. Selfs al word daar wel verbeterings in die opsig gemaak, gaan dit steeds 'n kuierplek bly waar rommel gestrooi word en vure gemaak word juis oor als nie sigbaar is van die pad nie. Beter dat die grond vir iets beters gebruik word.
2. Die park se ligging is perfek vir 'n inkopiesentrum, maklike toegang vannaf die N2 en op 'n hoofpad van die dorp self.
3. Die ekonomiese voordeel wat die sentrum kan bied vir die dorp en sy verdere groei is vanselfsprekend. Met 'n uitbreiding wat beplan word in Heide straat gaan die nood vir meer kommersiële sentrums binnekort bestaan. Die sakekern is reeds te vol vir verdere ontwikkelings.
4. Daar is heelwat ander groen areas in die dorp wat reeds bestaan. Hierdie areas kan ook verder ontwikkel word. Persoonlik voel ek ook dat hierdie ander groen areas beter geleë is in die woonbuurte waar die kans dat daar beter na hulle gekyk sal word, baie hoër is. Jurisch Park gaan altyd 'n kuierplek bly en 'n area vir bosslapers juis oor sy ligging.

Vriendelike groete,

Malan Cronje

(6)

Albert Kleynhans

From: ROLAND DAAMES <rjdaames@gmail.com>
Sent: Tuesday, 18 August 2026 13:48
To: Albert Kleynhans
Subject: JURISCH PARK ONTWIKKELING

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeiedag

As inwoner van Riversdal ,ondersteun ek graag die ontwikkeling van Jurisch Park.

Dit sal die ingang na die dorp beslis meer karakter gee en weer "nuut' en "vars" laat lyk.
Dit gaan definitief 'n trekpleister wees vir motoriste wat verby ry.
Die ontwikkeling sal nuwe werksgeleenthede skep en kan dus bydra tot die ekonomiese ontwikkeling van die dorp.

Baie dankie

Groete

Roland Daames
Cell : 0619105009
Email : rjdaames@gmail.com

7

Albert Kleynhans

From: Cherize Jansen Van Vuuren <cherjvv18@gmail.com>
Sent: Tuesday, 18 August 2026 12:37
To: Albert Kleynhans
Subject: Jurisch park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Gaan voort met die ontwikkelinge. Die dorp het dit meer nodig as ñ park wat net ñ oogseer is en ook nie veilig is om te geniet nie. Dit sal werkskepping maak.
Ek is seker die ontwikkelinge sal nogsteeds die monument bewaar en insluit.
Die mense wat teen dit is, gebruik nooit eers die park nie.

8

Albert Kleynhans

From: curtis vandenheever <curtisvandenheever3@gmail.com>
Sent: Tuesday, 18 August 2026 12:43
To: Albert Kleynhans
Subject: Deelname vir die ontwikking van Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Hi Albert

Hiermee my gevoel dat ek "ten gunste" is van die ontwikkeling by Jurisch Park.

Die park is op hierdie stadium van geen nut nie, n ontwikkeling van so n aard, sal n groot inspuiting wees vir die dorp, sy mense, werksgeleenthede en die gebruik van buite mense (Travellers) wat die N2 gebruik.

Dankie

Curtis van den Heever
0832736031

9

Albert Kleynhans

From: Armand Oosthuizen <armand.oosthuizen@kwsa.co.za>
Sent: Tuesday, 21 July 2026 08:39
To: Albert Kleynhans
Subject: Support for the Sale of Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Dear Mr. Albert de Klerk,

I trust you are doing well.

I am writing to express our full support for the proposed sale of Jurisch Park. We believe that approving the sale is in the best interest of our community and will create opportunities for future development and investment that can benefit Riversdale and the greater Hessequa area.

We respectfully request that the Municipality give favourable consideration to the approval of the sale. We believe this decision will contribute positively to economic growth, encourage investment, and unlock the potential of the property for the benefit of residents and businesses alike.

We appreciate the Municipality's commitment to making decisions that serve the best interests of the community and trust that this matter will receive your favourable consideration.

I also own property in the area of the Jurisch Park.

Thank you for your time and attention. We look forward to a positive outcome.

Kind regards,

--

Armand & Charmoné Oosthuizen | Real Estate Agents

KW Realty Eden | Joubert Plaza 2, Ste 25, C/o Market & Meade St, George 6530

c: +2 7(0)83 260 9621 | **c:** +2 7(0)74 065 5276 **e:** armand.oosthuizen@kwsa.co.za | **e:** charmone.oosthuizen@kwsa.co.za

"Success is not about doing everything, but about doing the RIGHT things." – Gary Keller

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Albert Kleynhans

From: Henrico Du Preez <Henrico.Dupreez@Wcgschools.Gov.Za>
Sent: Thursday, 20 August 2026 13:21
To: Albert Kleynhans
Subject: Jurisch Park Publieke insae

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeiedag Meneer Albert

Dit spyt my om te sien dat daar teenkanting is teen die gebruik van Jurisch Park vir 'n Kommersiële winkelsentrum.

Ek is 'n boorling van Riversdal en woon al in Riversdal vir 34 jaar, daarom is dit hartseer om te sien hoe hierdie dorp in die afgelope 34 jaar byna niks ontwikkel het uit 'n ekonomiese oogpunt uit nie - daarom voel ek ons kan nie hierdie geleentheid om ons dorp te laat vorentoe gaan ook van die hand wys nie.

Dit gaan vir die armstes van die arm broodnodige werksgeleenthede skep, dit gaan daartoe lei dat ander indirekte werke geskep word, die geld wat ons in Riversdal verdien, gaan binne die dorp in sirkulasie bly, dit sal verhoogde belastingsinkomste vir die Munisipaliteit inbring, dit sal die toerisme bedryf 'n hupstoot gee, dit sal lei tot ontwikkeling nuwe infrastruktuur en so kan ek aangaan en aangaan.

Mense wie teen die gebruik omskakeling van die Park is, is mense wie glad nie bewus is van die nood wat in ons dorp bestaan nie, dit is mense met wie dit goed gaan en nie omgee om die welstand van behoeftige families en jongmense nie.

Daarom voel ek dit is hoogtyd dat daar na die armstes van die arm se behoeftes omgesien word deur die ontwikkeling van Jurisch Park in iets meer bruikbaar.

Met dank
Henrico Du Preez
0769921792

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Albert Kleynhans

From: Lara Cloete <laracloete20@gmail.com>
Sent: Tuesday, August 18, 2026 12:55 PM
To: Albert Kleynhans
Subject: Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Goeie middag,

Ek dink dit is 'n fantastiese geleentheid vir Riversdal as die park ontwikkel gaan word. Werksgeleenthede, besighede, meer opsies vir inwoners.

Dit sal meer vakansiegangers lok, omdat baie vakansiegangers die mooi natuur van Riversdal wil beleef maar ook toegang soek tot 'n verskeidenheid winkels.

Ek dink dit sal wonderlik wees en beslis 'n groot trekpleister.

Groete

Albert Kleynhans

From: Louisa Benson <louisabenson7@gmail.com>
Sent: Tuesday, August 18, 2026 2:26 PM
To: Albert Kleynhans
Subject: Jurisch Park

[External Mail] This email was sent outside of our organisation (Hessequa Municipality). DO NOT CLICK links or attachments unless you recognise the sender and know the content is safe.

Ek is ten gunste daarvan.
Dit gaan net n goeie finansiële inspuiting vir Riversdal wees. Almal gaan daarby baat.
Louisa Benson

9.16 VERSLAG RAKENDE BEWEERDE OORTREDING VAN DIE GEDRAGSKODE VIR RAADSLEDE INGEVOLGE BYLAE 7 VAN DIE GEDRAGSKODE VIR RAADSLEDE VAN DIE MUNISIPALE STRUKTURE WET, 117 VAN 1998 (WYSIGINGSWET, WET 3 VAN 2021) – RAADSLID BD SMITH

File number / Verwysingsnommer: 3/3/6

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Speaker: Raadslid MC van den Berg

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om kennis te neem van die uitkoms van die ondersoek deur die Inisieerder.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die **Raad** het op **29 Julie 2026** die volgende besluit geneem met betrekking tot die beweerde oortreding van die Gedragskode vir Raadslede, soos per Bylaag 7 van die Wet op Munisipale Strukture, 117 van 1998, deur Raadslid Benjamin Smith:

"1. Dat die Raad kennis neem van die beweerde oortreding van die Gedragskode vir Raadslede, soos per Bylae 7 van die Gedragskode vir Raadslede ingevolge die Munisipale Strukture Wet, 117 van 1998 (Wysigingswet, Wet 3 van 2021), deur Raadslid Benjamin Smith.

2. Dat die Raad die beweerde oortreding teen Raadslid Benjamin Smith na die Dissiplinêre Komitee verwys vir verdere ondersoek soos per Bylae 7, en spesifiek Item 16 van die Gedragskode vir Raadslede ingevolge die Munisipale Strukture Wet, 117 van 1998 (Wysigingswet, Wet 3 van 2021).

3. Dat die Munisipale Bestuurder so gou moontlik, maar binne 30 kalenderdae na ontvangs van die besluit, voortgaan met die aanstelling van 'n Inisieerder in die aangeleentheid ingevolge Klousule 4 van die Hessequa Munisipaliteit: Staande Reëls en Prosedures met betrekking tot Dissiplinêre Aangeleenthede rakende Raadslede.

4. Dat die Raad vir Raadslid Benjamin Smith, wat tans aangestel is as die Voorsitter van die Dissiplinêre Komitee, sal verskoon as lid van die Dissiplinêre Komitee met betrekking tot hierdie aangeleentheid, en dat een van die vier bestaande lede gekies word as Voorsitter van die Dissiplinêre Komitee."

In lyn met bogenoemde Raadsbesluit het die Munisipale Bestuurder 'n Inisieerder aangestel om ondersoek te doen na die beweerde oortreding deur Raadslid Benjamin Smith.

Na die ondersoek voltooi is, het die Inisieerder op 23 September 2026 'n verslag uitgereik, aangeheg as Aanhangsel A, met die volgende gevolgtrekking:

"Ons is van mening dat daar nie 'n oortreding van die gedragskode deur Rdl Smith geïdentifiseer kan word nie. Selfs as daar aanvaar word dat dit wel hy was wat die lys van

name van die munisipale stelsel af laat trek het, en dit aan me April voorsien het met die doel om haar instaat te stel om die inwoners te kontak, is dit steeds nie 'n oortreding van art 11 van die Gedragskode vir Raadslede of die POPI wet nie."

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word van kennis geneem.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die Inisieerder se verslag en die gevolgtrekking dat daar nie 'n oortreding van die Gedragskode vir Raadslede, soos per Bylae 7 van die Gedragskode vir Raadslede ingevolge die Munisipale Strukture Wet, 117 van 1998 (Wysigingswet, Wet 3 van 2021), deur Raadslid Benjamin Smith begaan is nie.
2. Dat die Speaker die uitkoms van die ondersoek aan die Lid van die Uitvoerende Raad vir plaaslike regering in die provinsie rapporteer in terme van Item 15(3) van Bylae 7 van die Gedragskode vir Raadslede ingevolge die Munisipale Strukture Wet, 117 van 1998 (Wysigingswet, Wet 3 van 2021).

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Speaker: Raadslid MC van den Berg

ATTACHMENTS / STAWENDE DOKUMENTE

Aanhangsel A – Inisieerder se verslag

.

SCHRÖTER ATTORNEYS

132 Merriman Street
George Central
6529

Tel: +27 (0) 44 874 5372
Cell: +27 (0) 82 822 3139
E-mail: frances@schroterlaw.co.za

Your ref : **Our ref: FS/HM0004**

23 September 2026

Die Munisipale Bestuurder
Hessequa Munisipaliteit
Burgersentrum
Van der Berg Straat
Riversdal

Via epos annelizev@hessequa.gov.za

HESSEQUA MUNISIPALITEIT //DISSIPLINERE ONDERSOEK RDL B SMITH

Ons verwys na u instruksie van 17 August 2026 om op te tree as ondersoekers/inisieerders in die dissiplinêre ondersoek deur die Raad na Rdl B Smith.

Ons het afskrifte van die volgende dokumente ontvang-

1. Die item wat voor die Raad gedien het op 29 Julie 2026, met aanhangsels;
2. Hessequa Munisipaliteit staande reëls en prosedure met betrekking tot dissiplinêre aangeleenthede rakende raadslede.

Skrywer het met die volgende individue gekonsulteer-

3. Die Speaker van die Raad, Rdl Tinus van die Berg;
4. Rdl Benjamin Smith;
5. Rdl Chris Taute;
6. Bestuurder Inkomste, Me Shariefa Daniels;

7. Meredith April.

Die klagte

8. Rdl Taute het 'n klagte na die Speaker verwys rakende die beweerde bekendmaak van vertroulike persoonlike inligting van munisipale kliënte deur Rdl Smith. Na bewering het Rdl Smith 'n lys met vertroulike peroonlike inligting oorhandig aan Meredith April, 'n persoon wat optree as gemeenskapsaktivis vir die DA, met die opdrag om die persone op die lys te kontak rakende die afskryf van munisipale boedelskulde. Sy het nie net die lyste ontvang nie, maar het dit op Facebook geplaas.

Ondersoek

9. Tydens ons gesprekke met rolspelers, is ons van die volgende inligtig voorsien-

9.1 Rdl Van der Berg

Die Speaker bevestig dat hy die klagte ontvang het en self 'n vorlopige ondersoek gedoen het soos voorgeskryf in die wet.

Hy bevestig verder dat die Raad wel 'n proses het in terme waarvan mense kan aansoek doen vir die afskryf van boedelskuld.

Die lyste waarvan hy afskrifte ontvang het van rdl Taute, met rekeningnommers, bestorwe boedels en straatadresse, is nie 'n amptelike munisipale dokument nie. Daar is geen kentekens op nie, en die lyste wat hulle van die finansiële kantoor af ontvang lyk nie so nie.

Hy het met Rdl Smith gepraat, wat voet by stuk hou dat hy nooit 'n ooreenkoms met Meredith April gehad het nie. Hy ontken ook dat hy enige lyste aan haar oorhandig het.

Hyself het met Meredith April gepraat, en sy het weereens gesê dat sy die lyste by Rdl Smith gekry het. Rdl Smith het aan haar opdrag gegee om die mense by die addresse op die lys te kontak sodat hulle kan aansoek doen vir afskrywing van boedelskuld. Sy het die werk gedoen , maar Rdl Smith het haar nie betaal soos ooreengekom nie.

Toe sy egter onder druk gesit word om te sê by watter van die mense op die lys sy was en wat sy daar gemaak het, het sy gesê dat sy liewer die saak teen Rdl Smith wil terugtrek.

Hy het daarna 'n verklaring voorberei vir haar om te teken, wat sy in sy kantoor voor getuies geteken het. Daarin sê sy dan ook dat sy die klagte wil terugtrek.

Rdl Van der Berg bevestig dat hy bekend is met Meredith April. Sy hou haarself voor as 'n DA aktivis, maar sy is nie in diens van die DA nie.
Sy het verder, na sy mening, 'n drankprobleem, en kontak homself en selfs sy vrou gereeld om te vra vir geld.

Hy meen dat, aangesien hierdie 'n verkiesingsjaar is, die klagte moontlik kan spruit uit die feit dat Rdl Smith, wie werk namens die DA in Wyk 8, Riversdal, 'n groter wordende ondersteuningsbasis in die wyk het. Die wyksraadslid is Rdl Taute, wat 'n ANC raadslid is.

9.2 Rdl Benjamin Smith

Rdl Smith bevestig dat hy al 10 jaar as raadslid dien en is deel van die burgermeesterskomitee en voorsitter van die finansiële komitee. Voor dit was hy 'n munisipale bestuurder. Algeheel het hy 38 jaar ondervinding in plaaslike owerheid.

Hy bevestig dat daar 'n raadsbesluit was om boedelskuld af te skryf, maar hy het geen invloed op die proses nie. Hy het wel mense in wyk 8, wat onbewus was van die voordeel, gehelp om aansoek te doen. Hy doen dit nou nie meer nie.

Rdl Smith ontken dat daar ooit enige ooreenkoms tussen hom en me April was, of dat hy die lyste soos verskaf deur Rdl Taute aan enigiemand gegee het. Dit is, volgens hom, nie amptelike dokumente nie en het hy geen idee wat die oorsprong daarvan is nie.

Hy bevraagteken verder waarom die klaagster na die ANC raadslid sou gaan omdat sy nie betaal is deur hom vir werk wat sy vir die DA gedoen het nie. Dis, volgens hom, meer logies dat sy die burgermeester sou kontak rakende betaling as hy dan nie vir haar betaal het soos na bewering ooreengekom nie. Mnr Taute kon vir haar niks doen nie.

9.3 Rdl Chris Taute

Rdl Taute bevestig dat hy al op die Raad dien sedert 1994, en dat hierdie sy laaste termyn is.

Hy het 'n klagte aanhangig gemaak by die Speaker, aangesien hy van mening is dat Rdl Smith die voorskrifte van die gedragskode oortree het.
Meredith April het na hom toe gekom op 'n Sondag in Februarie 2026 met 'n klagte dat sy deur rdl Ben Smith gevra is om werk te doen vir die DA, maar nou weier hy om haar te betaal.

Sy het aan hom vier bladsye getoon wat 'n lys van bestorwe boedel name, rekeningnommers en straatadresse van persele in sy wyk bevat het. Sy het gesê sy het dit by Rdl Smith gekry. Haar reëling met mnr Smith was blykbaar dat sy die mense wat woon by die addresse moes kontak en hulle inlig dat hulle moet aansoek doen vir vrystelling van die munisipale skuld van die persele.

Hy het aan haar gesê dat sy 'n beëdigde verklaring moet maak, wat sy gedoen het.
Sy het ook die lyste op Facebook gepubliseer, met 'n boodskap dat die mense op die lys vir die munisipaliteit moet kontak. Die boodskap noem ook dat rdl Smith sê dis wat hulle moet doen. Mnr Taute het nie self die oorspronklike boodskap op Facebook gesien nie, maar wel die herplasing daarvan op 'n Heidelberg belastingbetalers Facebook groep. Hy kon my van 'n skermgreep daarvan voorsien.

Rdl Taute se klagte is dat die mense in sy wyk se persoonlike vertroulike inligting gedeel word met iemand wat nie 'n munisipale amptenaar is nie , en daardie persoon maak dit dan bekend op Facebook. Hy meen dis 'n oortreding van die gedragskode en die POPI wet.

9.4 Shariefa Daniels

Me Daniels bevestig dat sy die Bestuurder : inkomste by Hessequa Munisipaliteit is sedert Januarie 2024.

Sy verduidelik dat die Raad 'n besluit geneem het om boedelskuld af te skryf in sommige gevalle. Huurders van persele wat deel vorm van 'n bestorwe boedel, kan aansoek doen vir deernishulp en terselfdertyd vir die afskryf van die agterstallige munisipale skuld op die eiendom. Hulle doen aansoek deur 'n verklaring te maak.

Daar bestaan reeds 'n lys van eiendomme wat deur die raadsbesluit gedek word.
Die lys is deur haar opgestel en is gesirkuleer na alle raadslede op die Finansiële komitee. Wanneer iemand aansoek doen, kom dit na haar toe vir oorweging, en die einde van die maand gaan daar 'n lys van aansoeke na die Direkteur Finansies toe.

Sy bevestig dat sy die lys wat gesirkuleer het in die publieke domein gesien het. Dis nie 'n lys wat deur haar opgestel is nie. Sy het nog nooit 'n lys vir Wyk 8 opgestel nie. Geen lyste wat deur haar voorberei word, het ooit straatadresse by nie omdat sy baie bewus is van die voorskrifte van die Wet op Beskerming van Persoonlike Inligting (POPIA).

Sy gee toe dat iemand wat weet hoe die munisipale stelsel funksioneer, so 'n lys sou kon skep. Sy kan sien aan die formaat van die lys dat dit wel van die munisipale stelsel af getrek is, maar dit is nie deur haar voorberei nie.

9.5 Meredith April

Me April bevestig haar weergawe dat sy deur rdl Smith gekontak is om hom te help. Hy het haar van die lyste met adresse voorsien, sodat sy in Wyk 8 mense wat in die adresse op die lys woon te kontak. Sy moes aan hulle sê om rdl Smith te kontak sodat hulle kan aansoek doen om die boedelskuld af te skryf. Hy het ook aan haar 'n klomp vorms gegee sodat mense terserfdertyd hulle DA lidmaatskap kon bevestig of aansluit as hulle nog nie het nie. Sy het nou nog van die vorms, sê sy.

Hy het onderneem om haar te betaal vir die werk wat sy gedoen het.
Nadat sy die werk gedoen het, het hy geweier om haar te betaal. Sy het toe na rdl Taute toe gegaan en hom alles vertel.

Op die vraag hoeveel mense sy gekontak het, sê sy die name gemerk met regmerkies op die lys, is mense wat sy gesien het, en dié met sterretjies langsaan moes sy teruggaan om te sien.

Sy bevestig ook dat sy die boodskap op Facebook gesit het, maar kan nie onthou of sy dit gedoen het voor of na sy by rdl Taute was nie.

10. Oortreding

10.1 Raadslede moet, sou 'n klagte ontvang word, dissiplinêr ondersoek word vir oortredings van die Gedragskode vir Raadslede soos vervat in die Plaaslike Owerheid : Munisipale Strukture Wet, wet 117 van 1998.

10.2 Paragraaf 11(1) van die Dissiplinêre Kode bepaal dat 'n raadslid nie gepriviligeerde of vertroulike inligting van die Raad of enige komitee van die Raad mag bekend maak aan enige ongemagtigde persoon nie.

10.3 Paragraaf 11(2) definieer "gepriviligeerde of vertroulike inligting " as –

10.3.1 soos bepaal deur die munisipale raad of komitee as gepriviligeerd of vertroulik te wees;

10.3.2 soos bespreek in 'n geslote sitting van die raad of 'n komitee;

10.3.3 bekendmaking van die inligting sal inbreuk maak op die persoon se reg op privaatheid;

10.3.4 gepriviligeerd, vertroulik of geheim verklaar deur wetgewing.

10.4 Oorweging moet dus geskenk word aan die vraag of die inligting soos vervat in die lyste wat na bewering deur rdl Smith versprei is, binne die perke van die definisie soos hierbo vervat, voldoen.

10.5 Die lyste bevat die volgende inligting-

10.5.1 Hessequa munisipale rekeningnommer;

10.5.2 Boedel wyle, met die voorletter en van van die gestorwe geregistreerde eienaar van die perseel;

10.5.3 Die straatadres van die eiendom;

10.5.4 Die dorp waar die eiendom geleë is.

10.6 Die inligting soos vervat in die lyste voldoen, na ons mening, aan geen van die vereistes soos gelys in par 11(2) van die dissiplinêre kode soos aangehaal nie.

10.7 In soverre daar verwys kan word na die menseregte van die huidige bewoners van die persele en 'n inbreukmaking op sodanige regte soos beskrm deur die Handves van Menseregte vervat in die Grondwet , siende dat dit moontlik sou wees om sodanige bewoners te identifiseer sou jy die adresse soos gelys fisies besoek, moet 'n mens onthou wat die doel van die raadsbesluit was wat aanleiding gegee het tot die nut van 'n lys soos hierdie.

10.8 Die raadsbesluit gee aan die huurders van die persele op die lys die reg om aansoek te doen vir die afskryf van boedelskuld. Die skuld ter sprake is dus nie dié van die huidige bewoners nie.

10.9 Dit volg dus dat die reg op privaatheid van die huurders nie negatief beïnvloed kan word met die bekendmaking van die fisiese adresse nie.

10.10 Die Wet op Beskerming van Persoonlike Inligting, Wet 4 van 2013 het ten doel om die persoonlike inligting van individue te beskerm, en die gebruik en verspreiding daarvan te reguleer.

10.10.1 Die definisie van "persoon" in die wet verwys na 'n natuurlike of regspersoon. Jy moet dus die persoon kan identifiseer.

10.10.2 "persoonlike inligting" word in art 1 van die wet gedefinieer as inligting van 'n identifiseerbare, lewendige, natuurlike persoon.

10.10.3 Die lys identifiseer die name van bestorwe boedels as die geregistreerde eienaars van die straatadresse vervat in die lys.

10.10.4 Geen natuurlike persoon word dus geïdentifiseer soos voorgeskryf deur die wet nie.

10.10.5 Al sou dit, met vooraf kennis, sekerlik moontlik wees om die huurders van sodanige persele te identifiseer deur hulle fisies op te spoor by die gelyste addresse, wat ooglopend die doel van die trek van die lys was, meen ons dat dit te ver verwyderd is van die bewoording van die definisie in die POPIA wet om as 'n oortreding van die wet beskou te word.

11. Gevolgtrekking

Ons is van mening dat daar nie 'n oortreding van die gedragskode deur Rdl Smith geïdentifiseer kan word nie. Selfs as daar aanvaar word dat dit wel hy was wat die lys van name van die munisipale stelsel af laat trek het, en dit aan me April voorsien het met die doel om haar instaat te stel om die inwoners te kontak, is dit steeds nie 'n oortreding van art 11 van die Gedragskode vir Raadslede of die POPI wet nie.

Ons glo u vind dit so in orde.

Die uwe

SCHRÖTER PROKUREURS ING.

PER: MEV F SCHRÖTER

9.17 VERSLAG RAKENDE BEWEERDE OORTREDING VAN DIE GEDRAGSKODE VIR RAADSLEDE – RAADSLID J.L. HARTNICK

File number / Verwysingsnommer: 3/3/6

Meeting date / Vergadering datum: 29 September 2026

Report by / Verslag deur: Speaker: Raadslid MC van den Berg

PURPOSE OF REPORT / DOEL VAN VERSLAG

Vir die Raad om kennis te neem van die status met betrekking tot die beweerde oortreding van die Gedragskode vir Raadslede, soos per Bylae 7 van die Wet op Munisipale Strukture, 117 van 1998, deur Raadslid J.L. Hartnick.

BACKGROUND AND DISCUSSION / AGTERGROND EN BESPREKING

Die **Raad** het op **29 Julie 2026** die volgende besluit geneem met betrekking tot die beweerde oortreding van die Gedragskode vir Raadslede, soos per Bylaag 7 van die Wet op Munisipale Strukture, 117 van 1998, deur Raadslid J.L. Hartnick:

"RESOLUTION / BESLUIT

1. *That Cllr Jennifer Hartnick be granted the opportunity to settle her account by Friday, 31 July 2026.*
2. *That if Cllr Jennifer Hartnick does not settle her account by 31 July 2026, the item will be referred to the Disciplinary Committee."*

Item 14 van die Gedragskode vir Raadslede bepaal dat geen Raadslid vir 'n periode langer as drie maande agterstallig mag wees met sy/haar munisipale rekening vir eiendomsbelasting en diensgelde nie.

Raadslid Hartnick het nie haar rekening vereffen op Vrydag, 31 Julie 2026 nie, maar het intussen 'n afbetalingsooreenkoms met die munisipaliteit aangegaan in lyn met regulasie 9 van die Regulasies oor die Gedragskode vir Raadslede, 2023 wat soos volg bepaal:

(1) Die munisipale bestuurder moet die raadslid onmiddellik skriftelik inlig wanneer die raadslid by die munisipaliteit agterstallig is vir eiendomsbelasting en diensgelde vir 'n tydperk van langer as twee maande, selfs as die raadslid nuut tot die betrokke munisipale raad verkies is, en vra dat ***die raadslid die rekening en enige agterstallige gelde onverwyld skik ooreenkomstig die kredietbeheerbeleid van die munisipaliteit****.*

Raadslid Hartnick het reeds begin om betalings te maak ter vereffening van die agterstallige eiendomsbelasting en diensgelde.

COMMENTS: MUNICIPAL MANAGER / KOMMENTAAR: MUNISIPALE BESTUURDER

Aanbevelings word van kennis geneem.

COMMENTS: DIRECTOR CORPORATE MANAGEMENT / KOMMENTAAR: DIREKTEUR KORPORATIEWE BESTUUR

COMMENTS: DIRECTOR FINANCIAL SERVICES / KOMMENTAAR: DIREKTEUR FINANSIËLE DIENSTE

COMMENTS: DIRECTOR DEVELOPMENT PLANNING / KOMMENTAAR: DIREKTEUR ONTWIKKELINGSBEPLANNING

COMMENTS: DIRECTOR TECHNICAL SERVICES / KOMMENTAAR: DIREKTEUR TEGNIESE DIENSTE

COMMENTS: DIRECTOR COMMUNITY SERVICES / KOMMENTAAR: DIREKTEUR GEMEENSKAPSDIENSTE

COMMENTS: MANAGER LEGAL SERVICES / KOMMENTAAR: BESTUURDER REGSDIENSTE

COMMENTS: MANAGER STRATEGIC SERVICES / KOMMENTAAR: BESTUURDER STRATEGIESE DIENSTE

COMMENTS: OTHER / KOMMENTAAR: ANDER

RECOMMENDATION / AANBEVELING

1. Dat die Raad kennis neem van die status met betrekking tot die beweerde oortreding van die Gedragskode vir Raadslede, soos per Bylae 7 van die Wet op Munisipale Strukture, 117 van 1998, deur Raadslid J.L. Hartnick.
2. Dat die Raad kennis neem dat Raadslid J.L. Hartnick ‘n afbetalingsooreenkoms aangegaan het in lyn met regulasie 9 van die Regulasies oor die Gedragskode vir Raadslede, 2023.
3. Dat die Speaker die Lid van die Uitvoerende Raad vir plaaslike regering in die provinsie dienooreenkomstig inlig in terme van Item 15(3) van Bylae 7 van die Gedragskode vir Raadslede ingevolge die Munisipale Strukture Wet, 117 van 1998 (Wysigingswet, Wet 3 van 2021).

AGENDA ITEM APPROVED BY / AGENDA ITEM GOEDGEKEUR DEUR:

Speaker: Raadslid MC van den Berg

ATTACHMENTS / STAWENDE DOKUMENTE

Geen.