

REPUBLIC OF SOUTH AFRICA

**PORTFOLIO COMMITTEE AMENDMENTS
TO
HYDROGRAPHIC BILL**

[B 17—2018]

*(As agreed to by the Portfolio Committee on Defence and Military Veterans
(National Assembly))*

[B 17A—2018]

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AMENDMENTS AGREED TO

HYDROGRAPHIC BILL

[B 17—2018]

CLAUSE 1

1. On page 2, in line 17, to omit “agreement” and to substitute “agreements”.
2. On page 2, from line 29, to omit the definition for “hydrographic data” and to substitute:

“hydrographic data” means all data obtained from the measurement and description of the physical features of the exclusive economic zone, all internal waters and adjacent terrain, including the depth of the water, configuration and the nature of the topography beneath, the direction and force of currents, heights and times of tides and water stages, location of topographic features and fixed objects for survey and navigation;

3. On page 3, in line 4, after “determining” to insert “hydrographic”.
4. On page 3, in line 5, to omit “relating to bodies of water or oceans”.
5. On page 3, in line 7, to omit “Professional and Technical Surveyors Act, 1984 (Act No. 40 of 1984)” and to substitute “Geomatics Profession Act, 2013 (Act No. 19 of 2013)”.
6. On page 3, in line 24, after “;” to insert “and”.
7. On page 3, from line 25, to omit the definition for “user” and to substitute:

“user” means any person who obtains through purchase, or otherwise, information from or products of the Hydrographic Office, or who pays for the services of the Hydrographic Office.

CLAUSE 7

1. On page 4, in line 50, to omit “beach” and to substitute “seashore”.
2. On page 4, in line 51, after “ocean” to insert “and internal waters”.
3. On page 4, in line 53, to omit “beach” and to substitute “seashore”.
4. On page 4, in line 53, after “ocean” to insert “and internal waters”.
5. On page 4, in line 56, to omit “beach” and to substitute “seashore”.
6. On page 4, in line 57, after “ocean” to insert “and internal waters”.

CLAUSE 8

1. On page 5, from line 18, to omit clause 8 and to substitute:

8. (1) Any person identified by the Hydrographer from time to time by notice in the *Gazette* must communicate and submit any information in his or her possession regarding anything that poses a

navigational danger and is relevant to or has an influence on the safety of navigating the area contemplated in section 2(b).

(2) Any person contemplated in subsection (1) who fails to communicate or submit information is guilty of an offence and liable on conviction to a fine or to imprisonment for a period not exceeding six months.

CLAUSE 12

1. On page 6, from line 9, to omit subclause 12(1) and to substitute:

12. (1) In the event of gross negligence or a willful act or omission relating to the use of any nautical publication or nautical charts produced and sold by the Hydrographic Office, the Hydrographic Office or an employee of the Hydrographic Office is liable for—

- (a) loss or damages resulting from bodily injury;
 - (b) loss of life; or
 - (c) damage to property,
- to any person or to a dependent of such person.

CLAUSE 14

1. On page 6, from line 31, to omit clause 14 and to substitute:

14. The Secretary of Defence must enter into co-operation agreements with the Director-General of the Department of Transport and may enter into such agreements with other interested parties in respect of matters of joint interest that may arise from the execution of this Act.

LONG TITLE

To provide for the establishment of the Hydrographic Office; to provide for its objects, functions and the manner in which it is to be managed; to provide for the appointment and powers of the Hydrographer and the staff in the Hydrographic Office; to regulate the submission of hydrographic data; to regulate the manner in which hydrographic survey marks and copyrights may be protected; to provide for the limitation of civil liability; to provide for the manner in which the income of the Hydrographic Office must be dealt with; to provide for co-operation agreements and to provide for matters connected therewith.

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