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**GOVERNMENT NOTICE
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DEPARTMENT FOR SAFETY AND SECURITY

No. 764

24 August 2001

**AMENDMENT OF THE SOUTH AFRICAN POLICE SERVICE EMPLOYMENT
REGULATIONS, 1999**

The Minister for Safety and Security has, under section 24(1) of the South African Police Service Act, 1995 (Act No. 68 of 1995), made the regulations in the Schedule.



S.V. TSHWETE,
Minister for Safety and Security

SCHEDULE

Definition

1. In these regulations "the Regulations" means the South African Police Service Employment Regulations, 1999, promulgated by Government Notice R.389 of 14 April 2000.

Amendment of table of contents of the Regulations

- 2 1. The Table of contents is hereby amended by the deletion of regulation 25 in the Table of contents and the insertion before the expression "Annexures" of the following:

**"CHAPTER XI: FINANCIAL DISCLOSURE BY THE NATIONAL COMMISSIONER
AND CERTAIN OTHER EMPLOYEES**

- 57 **DEFINITIONS**
- 58 **REGISTER AND FUNCTIONS**
- 59 **DISCLOSURE OF DESIGNATED EMPLOYEES' INTERESTS**
- 60 **NATURE OF INTERESTS TO BE DISCLOSED**
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- 65 ESTABLISHMENT OF SMS
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- 70 TRAINING AND DEVELOPMENT
- 71 ETHICS AND CONDUCT
- 72 EMPLOYER - EMPLOYEE RELATIONSHIPS
- 73 TERMINATION OF SERVICE"

2.2. The Table of contents is further amended by the deletion of Appendix A and the insertion after Annexure II of the following:

**"ANNEXURE III: PERMANENT EMPLOYMENT CONTRACT FOR SMS
ANNEXURE IV: FIXED TERM EMPLOYMENT CONTRACT FOR SMS"**

Amendment of regulation 2 of the Regulations

3. Regulation 2 of the Regulations is hereby amended by the substitution for the definition of "*senior management*" of the following definition:
"*senior management service*" (SMS) means the employees referred to in regulation 65(2)."

Amendment of regulation 24 of the Regulations

4. Regulation 24 of the Regulations is hereby amended by adding the following proviso at the end of subregulation (6):

"Provided that if the National Commissioner continues to employ the incumbent employee in the higher-graded post in terms of this subregulation it shall take effect on the first day of the month following the month during which the National Commissioner approved the continued employment of such employee."

Deletion of regulation 25 of the Regulations

5. Regulation 25 of the Regulations is hereby deleted.

Amendment of regulations 26 and 36 of the Regulations

6. Regulations 26 and 36 of the Regulations are hereby amended by the substitution for the expression "senior management" of the expression "senior management service" wherever it appears in the regulations.

Amendment of regulation 27 of the Regulations

7. Regulation 27 of the Regulations is hereby amended by the insertion after subregulation (3) of the following subregulation:
"(4) The Minister may make a determination regarding special daily allowances for visits abroad by employees."

Amendment of regulation 37 of the Regulations

8. Regulation 37 of the Regulations is hereby amended by the insertion after regulation 37(6) of the following subregulation:

- "(7) Before making a decision on an appointment or the filling of a post, the National Commissioner must satisfy herself or himself that the candidate qualifies in all respects for the post and that the claims of the applicant on her or his application for the post have been verified and record it in writing."

Amendment of regulations 42 and 49 of the Regulations

9. Regulations 42 and 49 of the Regulations are hereby amended by the substitution for the expression "senior management" of the expression "senior management service" wherever it appears in the regulations.

Insertion of Chapters XI and XII

10. The Regulations are hereby amended by the insertion after Chapter X of the following chapters:

"CHAPTER XI: DISCLOSURE OF FINANCIAL INTEREST BY THE NATIONAL COMMISSIONER AND CERTAIN OTHER EMPLOYEES"**57. DEFINITIONS**

In this Chapter, unless the context indicates otherwise -

"*Commission*" means the Public Service Commission established by section 196(1) of the Constitution;

"*declared interests form*" means a form determined by the Commission as contemplated in regulation 59(1) or (2);

"*designated employee*" means the National Commissioner or any other employee occupying a post on grade 13 or higher in the Service;

"*register*" means the Register of Designated Employees' Interests kept in terms of regulation 58;

"registrable interests" mean the financial interests listed in regulation 60; and

"remuneration" means benefits in cash or in kind.

58. REGISTER AND FUNCTIONS

The Director-General of the Commission must -

- (a) keep a register for the purposes of this Chapter, called the Register of Designated Employees' Interests, in a format approved by the Commission; and
- (b) perform such other functions in relation to the implementation of this Chapter as the Commission may require.

59. DISCLOSURE OF DESIGNATED EMPLOYEES' INTERESTS

- (1) Every designated employee must, not later than 30 April of each year, disclose to the Minister, on the declared interests form, particulars of all her or his registrable interests in respect of the period 1 April of the previous year to 31 March of the year in question.
- (2) Any person who assumes duty as a designated employee after 1 April in a year must make such disclosure within 30 days after assumption of duty in respect of the period of 12 months preceding her or his assumption of duty.
- (3) The Minister must submit to the Commission a copy of the declared interests form submitted to her or him in terms of -
 - (a) regulation 59(1) not later than 31 May of the year in question; or
 - (b) regulation 59(2) not later than 30 days after it has been so submitted.

60. NATURE OF INTERESTS TO BE DISCLOSED

The following are examples of the nature of financial interests which are registrable interests:

- (a) shares and other financial interests in private or public companies and other corporate entities recognised by law;
- (b) directorships and partnerships;
- (c) remunerated work outside the Service;
- (d) consultancies and retainerships;
- (e) sponsorships;
- (f) gifts and hospitality from a source other than a family member; or
- (g) ownership and other interests in land and property, whether inside or outside the Republic.

61. DETAILS OF REGISTERABLE INTERESTS TO BE DISCLOSED

The following details of registerable interests must be disclosed:

- (a) Shares and other financial interests in private or public companies and other corporate entities recognised by law:
 - (i) The number, nature and nominal value of shares of any type in any public or private company;
 - (ii) the name of that company; and
 - (iii) the nature and value of any other financial interests held in a private or public company or any other corporate entity.
- (b) Directorships and partnerships:
 - (i) The name and type of business activity, of the corporate entity or partnership; and
 - (ii) the amount of any remuneration received for such directorship or partnership.
- (c) Remunerated work outside the Service:
 - (i) The type of work;
 - (ii) the name, and type of business activity, of the employer; and
 - (iii) the amount of the remuneration received for such work.
- (d) Consultancies and retainerships:
 - (i) The nature of the consultancy or any retainership of any kind;
 - (ii) the name, and type of business activity, of the client concerned; and
 - (iii) the value of any benefits received for such consultancy or retainership.
- (e) Sponsorships:
 - (i) The source and description of *direct financial sponsorship or assistance*; and
 - (ii) the value of the sponsorship or assistance.
- (f) Gifts and hospitality from a source other than a family member:
 - (i) A description and the value and source of a gift with a value in excess of R350;

- (ii) a description and the value of gifts from a single source which cumulatively exceed the value of R350 in the 12 month period contemplated in regulation 59; and
 - (iii) a description of hospitality intended as a gift in kind.
- (g) Ownership and other interests in land and property, whether inside or outside the Republic:
- (i) A description and extent of the land or property;
 - (ii) the area in which it is situated; and
 - (iii) the value of the interest.

62. CONFIDENTIALITY OF DECLARED INTERESTS FORMS AND REGISTER

(1) Subject to subregulation (3) only the following persons have access to a declared interests form or the register:

- (a) The Minister to whom the declared interests form is submitted and the staff designated by the him or her for purposes of record-keeping of the original declared interests form and submission of a copy of the declared interests form to the Commission;
- (b) commissioners of the Commission;
- (c) the Director-General of the Commission; and
- (d) such other persons designated by the Minister or the chairperson of the Commission for purposes of the effective implementation of this Chapter.

(2) No person who has access to a declared interests form or the register may, except when a court so orders, disclose any information in that form or register to anyone other than -

- (a) a designated employee in respect of her or his declared interests form or an entry in the register in respect of that employee; or
- (b) another person who is permitted access in terms of subregulation (1) or to whom access is granted in accordance with subregulation (3).

(3) Any person, other than a person contemplated in subregulation (1) may only be given access to a declared interests form or the register in terms of section 11 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000).

(4) Any employee who contravenes the provisions of subregulation (2) is guilty of misconduct.

63. CONFLICT OF INTERESTS

(1) If the Commission is of the opinion that a registerable interest of a designated employee disclosed in terms of regulation 59 conflicts or is likely to conflict with the execution of any

official duty of that employee, it must verify the information regarding that interest and consult with the employee in question.

- (2) If, after such verification and consultation, the Commission is of the opinion that there is such conflict or such conflict is likely to take place, it must refer the matter to the Minister.
- (3) Upon the referral, the Minister must consult with the employee concerned and take the appropriate steps, including, but not limited to -
 - (a) the institution of disciplinary action; or
 - (b) the granting of a waiver to the employee in respect of a future conflict of interest.
- (4) The Minister must, within 30 days after such referral, report to the Commission by -
 - (a) stating whether any steps were taken; and
 - (b) if steps were taken, giving a description of those steps or, if no steps were taken, giving the reasons therefor.

64. FAILURE TO DISCLOSE INTERESTS

Any designated employee who -

- (a) fails to disclose an interest in terms of regulation 59; or
- (b) when disclosing an interest in terms of regulation 59, wilfully provides incorrect or misleading details, is guilty of misconduct.

CHAPTER XII: SENIOR MANAGEMENT SERVICE (SMS)

65. ESTABLISHMENT OF SMS

(1) Principles

To ensure the effective management of the Service, or to execute specialist functions, the Minister must create an appropriate number of posts in the senior management service. Persons appointed to such posts shall be managed as a pool of scarce resources to be utilised in the best interests of the Service. The conditions of service of the persons appointed to such posts shall accord with their positions as high-level managers or specialists, while employment practices must be fair and take into account the need to redress the imbalances of the past. Only the finest candidates shall be appointed to such posts and steps must be taken to retain and develop persons so appointed as a corporate resource.

(1) Composition of SMS and grading of posts

- (a) The SMS consists of employees -
 - (i) who immediately before 1 January 2001 were remunerated on salary grade 13 or higher; or

- (ii) appointed to the SMS on or after 1 January 2001 in the capacities referred to in regulation 66(2).
 - (b) The number of members of the SMS and their functions must be determined by the Minister through the processes of planning and work organisation as contemplated in regulations 67 and 68.
 - (c) The grading of SMS posts must be determined through the job evaluation system determined by the Minister.
- (3) **Flexible employment practices within a framework of uniform norms and standards**
 - (a) The National Commissioner must appoint and utilise members of the SMS within a framework of uniform norms and standards.
 - (b) The Act, this Chapter and the directives issued and determinations made by the Minister, constitute the framework of uniform norms and standards applicable to members of the SMS.
 - (c) This Chapter applies to members of the SMS, unless otherwise indicated. If any conflict arises between a provision of this Chapter and a provision of any other Chapter of these Regulations, the provisions of this Chapter shall prevail.
- (4) **Handbook for SMS**

The Minister may include any or all of the determinations, directions and guidelines applicable to the SMS in a Handbook for the SMS.
- 66. **RECRUITMENT, SELECTION AND APPOINTMENT**
 - (1) **Principles**

Posts must, as far as possible, be filled through open competition. Selection must increasingly be competency-based so as to enhance the quality of appointment decisions.
 - (2) **Employment capacities**
 - (a) Persons newly appointed to the SMS must be employed in a permanent or temporary capacity in posts on the fixed establishment.
 - (b) Where a person is appointed to the SMS in a temporary capacity, the appointment must be for a fixed term or for a specific project.
 - (3) **Advertising of posts and employment equity**

The National Commissioner may issue directives on -

 - (a) how SMS posts are to be advertised and the application forms to be utilised; and
 - (b) targets to be achieved in promoting a SMS that is broadly representative of the South African people, including representation according to race, gender and disability.
 - (4) **Competency-based selection**

The National Commissioner may issue directives on the desired managerial and leadership competencies of members of the SMS and the selection processes for the filling of SMS posts.

(5) **Nurturing of talent to sustain SMS**

The National Commissioner may introduce programmes to identify and develop talented individuals for possible appointment to SMS posts.

(6) **Employment contracts**

A person newly appointed to the SMS, other than the National Commissioner, must conclude a contract of employment, which shall be based on the provisions of the contract contained in Annexure III and IV to these Regulations, as the case may be.

67. **PERFORMANCE MANAGEMENT AND DEVELOPMENT**

(1) **Principles**

The performance of a person appointed to a post in the SMS must be managed in accordance with a performance agreement. Such an agreement must be linked to the strategic goals of the Service and shall comply with the criteria set out in subregulation (2).

(2) **Performance management and development**

(a) A person newly appointed to the SMS must enter into a performance agreement.

(b) Such agreement must -

(i) define the key responsibilities and priorities of a member of the SMS;

(ii) encourage improved communication between that member and the person she or he reports to; and

(iii) enable the person that member reports to, to assess her or his work and provide appropriate support.

(c) The National Commissioner may issue directives on performance management and development for members of the SMS.

68. **CONDITIONS OF SERVICE**

(1) **Principles**

(a) The remuneration of members of the SMS must aim to -

(i) support efficient and effective service delivery;

(ii) provide appropriate incentives linked to a systems of performance management and development; and

(iii) ensure equal pay for work of equal value in accordance with job evaluation and grading.

- (b) In determining a remuneration package of a member of the SMS or the grade of a SMS post, the Minister must take into account -
- (i) available funding;
 - (ii) the results of the evaluation of the job; and
 - (iii) the need to recruit and retain personnel with the required competencies.

(2) **Determination of conditions of service**

- (a) The Minister must annually make determinations regarding the conditions of service of members of the SMS. Such determinations must be implemented with effect from 1 January of each year.
- (b) Any determination or directive issued by the Minister in regard to the conditions of service of members of the SMS, must take into account the advice of the panel established in terms of subregulation (3)(a)(i).
- (c) The Minister must, before making a determination in terms of paragraph (a), distribute a draft determination for comment in the Service.

(3) **Panel for review of conditions of service of members of SMS**

(a) **Establishment of panel**

- (i) The Minister must once every three years appoint a panel to inquire into conditions of service of members of the SMS and to advise her or him accordingly.
- (ii) The Minister must announce the names of the members of the panel, their terms of reference and terms of office by a notice in the Gazette.

(b) **Constitution of panel**

- (i) The panel must consist of the number of persons to be determined by the Minister.
- (ii) The persons to be appointed to the panel, must be appointed on the basis of their knowledge of, or interest in, matters relating to the functions of the panel.
- (iii) A member of the panel shall serve in a part-time capacity.
- (iv) The Minister must designate one member as chairperson and another as deputy chairperson of the panel.
- (v) If the chairperson is absent or for any reason is unable to act as chairperson, the deputy chairperson must act as the chairperson of the panel.

- (c) **Remuneration of members**
Members of the panel who are appointed on the basis of their knowledge of matters relating to the functions of the panel, must be remunerated on the basis of and according to the scales approved by the National Treasury.
- (d) **Meetings of panel**
- (i) The panel must meet at a time and place determined by the chairperson of the panel.
 - (ii) The decision of a majority of members of the panel present at a meeting of the panel constitutes a decision of the panel, and in the event of an equality of votes on any matter, the person presiding at the meeting concerned, shall have a casting vote in addition to that person's deliberative vote.
- (e) **Administration of panel**
The National Commissioner must designate such employees of the Service as may be necessary to perform the work incidental to the functions of the panel.

69. **MOBILITY AND CAREER PROGRESSION**

(1) **Principles**

The SMS must be actively managed in the Service to ensure that operational requirements are met and to maximise the potential of members of the SMS. The Minister remains responsible for the utilisation and development of members of the SMS under her or his control and managing their careers.

(2) **Deployment of members of SMS**

- (a) The Minister may, on her or his own initiative, facilitate -
- (i) the transfer of a member of the SMS from one post or position to another post or position;
 - (ii) the transfer of a member of the SMS from one department to another department in accordance with section 14 of the Public Service Act, 1994; or
 - (iii) the secondment of a member of the SMS in accordance with section 39 of the Act.
- (b) A vacant post in the SMS that is to be filled through a transfer as contemplated in paragraph (a)(i) or (ii), need not be advertised in terms of regulation 36(2)(c).
- (c) The personal circumstances of a member of the SMS must be taken into account before she or he is transferred or seconded in terms of paragraph (a).

70. **TRAINING AND DEVELOPMENT**

(1) **Principles**

The Minister must oversee the development of programmes to equip members of the SMS for their responsibilities. The programmes to be developed must be based on the

competencies required of members of the SMS in terms of both their current and future responsibilities.

(2) **Standard training programmes**

The Minister must -

- (a) identify the generic managerial and leadership training needs of members of the SMS;
- (b) arrange that standard courses and programmes be developed on the basis of those training needs; and
- (c) continuously evaluate those courses and programmes with due regard to their relevance and value for money.

(3) **Training assistance**

The Minister may provide such assistance and guidance as she or he may deem necessary in order to promote the effective utilisation and development of members of the SMS.

71. **ETHICS AND CONDUCT**

(1) **Principles**

Members of the SMS must -

- (a) display the highest possible standards of ethical conduct;
- (b) set an example to their subordinates and maintain high levels of professionalism and integrity in their interaction with political office bearers and the public; and
- (c) ensure that they minimise conflicts of interest and that they put the public interest first in the performance of their functions.

(2) **Promotion of ethical conduct**

- (a) The Minister may, on the advice of the Commission, issue directives to promote ethical conduct amongst members of the SMS and to supplement the Code of Conduct contemplated in the South African Police Service Code of Conduct Regulations, 1997, and the financial disclosure framework contemplated in Chapter XI.
- (b) The Minister may provide such guidance and assistance to members of the SMS as she or he may deem necessary to minimise conflicts of interest and to promote professional conduct.

72. **EMPLOYER-EMPLOYEE RELATIONS**

(1) **Principles**

Employer-employee relations for the SMS shall aim to protect the rights and interests of members of the SMS in a manner appropriate to their positions as high-level employees.

(2) **Conflict of interest**

A member of the SMS must avoid any conflict of interest that may arise between the interests of the Service and her or his interests as a member of a trade union, as defined in section 213 of the Labour Relations Act, 1995. The Minister may take such steps as she or he may deem appropriate to assist members of the SMS to avoid such conflict.

(3) **Professional association**

The Minister may establish an association for members of the SMS to promote their professional interests.

(4) **Misconduct and incapacity**

The Minister may, subject to the Labour Relations Act, 1995 issue directives to establish misconduct and incapacity procedures for members of the SMS.

73. **TERMINATION OF SERVICE**

(1) **Principles**

The termination of service of members of the SMS must be done in a manner that is fair to the individuals concerned and takes into account the public interests.

(2) **Procedures and benefits**

The Minister may issue directives and provide guidelines on the procedures to be followed and benefits to be paid when terminating the services of members of the SMS.”

Replacement of Annexure II and the insertion of Annexures III and IV

11. The Regulations are hereby amended by the replacement of Annexure II with the following Annexure and the insertion of the Annexures III and IV:

“ANNEXURE II

**EMPLOYMENT CONTRACT
FOR THE
NATIONAL COMMISSIONER
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

_____ (full name)

in her or his capacity as

PRESIDENT OF THE REPUBLIC OF SOUTH AFRICA

(hereinafter referred to as the Employer)

AND

_____ (full name)

(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

- 1.1 In terms of section 207 of the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996) (hereinafter referred to as the Constitution), the Employer hereby appoints the Employee as National Commissioner of the South African Police Service and the Employee hereby accepts the appointment.
- 1.2 This Contract shall be in force for the period commencing on the _____ day of _____ and ending on the _____ day of _____ and is entered into in terms of section 7 of the South African Police Service Act, 1995 (Act No. 68 of 1995) hereinafter referred to as the Act).
- 1.3 During the period of this Contract, the Employee shall -
 - 1.3.1 serve the Employer as National Commissioner of the South African Police Service and Head of the Department of Safety and Security at such place as may from time to time be directed by the Employer;
 - 1.3.2 be responsible for the efficient management and administration of the South African Police Service (hereinafter referred to as the Service) as contemplated in section 207(2) of the Constitution, the Act, section 7(3)(b) read with section 7(4) of the Public Service Act, 1994 (Proclamation No. 103 of 1994) and as set out in the performance agreement referred to in clause 6.1; and
 - 1.3.3 be responsible for exercising the powers and performing the functions specifically entrusted to the office of the National Commissioner of the South African Police Service and the Head of the Department of Safety and Security, in particular as set out in the Constitution, the Act, any other law.

- 1.4 The employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates.

2. Remuneration

- 2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.
- 2.2 The salary and benefits will be payable in twelve (12) equal monthly instalments.
- 2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and these Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of collective agreements or by determinations and directives by the Minister for Safety and Security.
- 2.4 Subject to section 7(4)(b) of the Public Service Act, 1994, the Employee will also qualify for participation in other benefits and special privileges normally bestowed upon a Head of Department as set out in this Contract or other applicable prescripts.
- 2.5 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the expense of the Employer and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3. Termination of employment

- 3.1 The term of office of the Employee may be terminated as provided for in the Act.
- 3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Law, 1996 (Proclamation No. 21 of 1996), the regulations promulgated thereunder as applicable to a Head of Department and these Regulations.
- 3.3 Subject to the provisions of the Act, either party may, after consultation and agreement with the other party, terminate this Contract before the expiry of its term or an extended term by giving to the other party three months' notice of termination, which notice shall be given in writing on or before the last day of a month and take effect on the first day of the succeeding month.
- 3.4 Should notice of termination be given as contemplated in clause 3.3, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Department on a day stipulated by the Employer before the expiry of the three months' notice period and not to present herself or himself for duty any time thereafter.
- 3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.

4. Renewal and extension of term of office

- 4.1 The Employer shall, in writing, inform the Employee at least two calendar months prior to the expiry of the term contemplated in clause 1 (above) whether she or he proposes to retain such an Employee in service for any extended period not exceeding 5 years (60 calendar months). If the Employee is so informed, she or he shall in writing inform the Employer, within one calendar month from the date of that communication, of her or his acceptance or not of such extended employment.
- 4.2 In the event that agreement is reached that the Employee shall enter into a further contract on termination or completion of this Contract, the continued service of the Employee will be recognised under the new contract so as to avoid any break of service and any accrued or *pro rata* entitlement will be carried forward into the new contract.
- 4.3 Should the Employer not renew the contract period beyond the initial period as stated in clause 1 (above), the Employee shall be entitled to the pension and other benefits directly linked to the specific section of the Act in terms of which her or his services are terminated.

5. Conduct**5.1 The Employee undertakes -**

- 5.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;
- 5.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;
- 5.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer, and
- 5.1.4 to comply with the prescribed Code of Conduct.

5.2 The Employee -

- 5.2.1 acknowledges that she or he fully understands the implications of this clause;
- 5.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the

Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and

- 5.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

6. Additional terms and conditions

The Employer and the Employee hereby agree to the following additional terms and conditions as contemplated in section 12(4) of the Public Service Act, 1993 (delete if not applicable).

- 6.1 The Employee shall enter into an annual performance agreement with the Minister, linked to a specific financial year, which shall include at least the following:
- 6.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. In consulting on the salary increase and cash bonus of the Employee, the guidelines forwarded by the Minister for Public Service and Administration should always be borne in mind.
- 6.1.2 An annual performance agreement provided for in terms of clause 6.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Department and the Employee must be entered into for the duration of this Contract. As performance agreements are linked to financial years, it should be entered into and presented to the Employer at the latest on 30 April every year for the duration of this Contract. The Employee should enter into her or his first performance agreement not later than three months after assumption of duty. In terms of regulation 35(2)(a)(ii) the Employer shall record delegations and/or authorisations in the performance agreement.
- 6.1.3 The performance agreement shall be revised if, at any time during its term, the work or environment of the Department or the Service is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.
- 6.1.4 This Contract is directly linked to the performance agreement referred to in clause 6.1. In the event that the Employee does not achieve the objectives/milestones of the Department as set out in the performance

agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the relevant labour legislation and any other directives issued by the Minister.

6.1.5 _____

6.2 Any other particular duties of the Employee:

7. **General**

7.1 **Good faith**

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do nor refrain from doing anything which might prejudice or detract from the rights, assets or interests of the other of them.

7.2 **Applicability of the Act and the Public Service Act**

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Public Service Act, 1994, regulations issued under these Act, and any other legal provisions applicable to the Employee

7.3 **Interpretation of this Contract**

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

7.4 **Jurisdiction of courts**

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

7.5 **Variation**

7.5.1 This Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any term of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

7.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or in writing and whether express or implied or

otherwise, save those contained in this Contract, the Act, the Public Service Act, 1994, regulations issued under these Acts, collective agreements and other relevant legislation (e.g. Government Employees Pension Law, 1996).

7.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the parties to this Contract, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege by that party.

8. Notice and Domicilium

8.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses -

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party report any change to her or his address to any other physical address or postal address by written notice to the other party to that effect. Such change of address will be effective seven day after receipt of notice of the change of address.

8.2 All notices to be given in terms of this Contract will -

- 8.2.1 be given in writing; or
- 8.2.2 be delivered or sent by prepaid registered post or by telefax; and
- 8.2.3 if delivered, be presumed to have been received on the date of delivery; or
- 8.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or
- 8.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____

EMPLOYER

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____
EMPLOYEE

2. _____

ANNEXURE III

**PERMANENT EMPLOYMENT CONTRACT
FOR
SENIOR MANAGEMENT SERVICE
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

(full name)

in her or his capacity as

(hereinafter referred to as the Employer)

AND

(full name)

(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

1.1 The Employer hereby appoints the Employee on a permanent basis in accordance with regulation 66 of the South African Police Service Employment Regulations, 1999 (hereinafter referred to as the Regulations) as _____. The Employee agrees and accepts the appointment as a member of the SMS commencing on the _____ day of _____. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No. 68 of 1995) (hereinafter referred to as the Act), the Regulations, any relevant collective agreements or other legal provisions applicable to the Employee.

1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as _____ in the South African Police Service (hereinafter referred to the Service) at _____ or at such other place as may from time to time be determined by the Employer or any/or other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of _____ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates;

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

2. Remuneration

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in 12 equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements determinations and directives by the Minister for Safety and Security.

- 2.4 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3 **Termination of employment**

- 3.1 This Contract may be terminated under the following circumstances:
- 3.1.1 on reaching the prescribed retirement age (section 45(1)(a) of the Act);
 - 3.1.2 premature retirement upon own request by the Employee (section 45(2) of the Act);
 - 3.1.3 discharge in terms of section 35 of the Act;
 - 3.1.4 voluntary resignation; or
 - 3.1.5 death.
- 3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to members of the SMS, and these Regulations.
- 3.3 Should notice of termination be given in cases contemplated in clause 3.1.3, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present herself or himself for duty any time thereafter.
- 3.4 Should the Employer invoke the provisions of clause 3.3, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.
- 3.5 In the case of inefficiency and misconduct, the Employer may deal with the Employee in accordance with the relevant legislation.

4 **Conduct**

- 4.1 The Employee undertakes -
- 4.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;
 - 4.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or

legitimate expectation, conferred by law;

4.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and

4.1.4 to comply with the prescribed Code of Conduct.

4.2 The Employee -

4.2.1 acknowledges that she or he fully understands the implications of this clause;

4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and

4.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

5 **Additional terms and conditions**

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister for Safety and Security may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase and cash bonus within the restrictions of the budget based on the performance of the Employee. The salary increase and cash bonus of the Employee, shall be based on determinations, directives and guidelines issued by the Minister for Safety and Security.

5.1.2 An annual performance agreement provided for in terms of clause 5.1, linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into her or his first

performance agreement not later than three months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component, etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of her or his performance agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

5.1.5 _____

5.2 Any other particular duties:

6 **General**

6.1 **Good faith**

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

6.2 **Applicability of the Act**

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant collective agreements and other relevant legislation.

6.3 **Interpretation of this Contract**

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

6.4 **Jurisdiction of courts**

The Employee submits to the jurisdiction of the Courts of the Republic of South

Africa in the event of any legal proceedings arising from the provisions of this Contract.

6.5 Variation

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act, these Regulations, relevant collective agreements and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

6.6 Waiver

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

Notice and Domicilium

7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses-

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party reports any change of her or his domicilium to any other physical address, postal address or telefax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by telefax; and

- 7.2.3 if delivered, be presumed to have been received on the date of delivery; or
- 7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or
- 7.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____ **EMPLOYER**

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____ **EMPLOYEE**

2. _____

ANEXURE IV

**FIXED TERM EMPLOYMENT CONTRACT
FOR
SENIOR MANAGEMENT SERVICE
OF THE
SOUTH AFRICAN POLICE SERVICE**

ENTERED INTO
by and between the

GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
herein represented by

_____ (full name)

in her or his capacity as

(hereinafter referred to as the Employer)

AND

_____ (full name)

(hereinafter referred to as the Employee)

AND WHEREAS the parties have agreed to enter into a Contract which will govern the terms and conditions of employment of the Employee by the Employer,

NOW THEREFORE the parties agree as follows:

1. Appointment

1.1 The Employer hereby appoints the Employee on a temporary basis in accordance with regulation 66 of the South African Police Service Employment Regulations, 1999 (hereinafter referred to as the Regulations) as _____. The Employee agrees and accepts the appointment as member of the SMS. The appointment is for the period commencing on the _____ day of _____ and ending on the _____ day of _____. The Employee's employment and conditions of service shall be governed by the South African Police Service Act, 1995 (Act No. 68 of 1995) (hereinafter referred to as the Act), Regulations, relevant collective agreements and any other legal provisions applicable to the Employee.

1.2 In terms of this Contract -

1.2.1 the Employee shall serve the Employer as _____ in the South African Police Service, (hereinafter referred to as the Service) at _____ or at such place as may from time to time be determined by the Employer or any other person duly authorised thereto in this respect;

1.2.2 the Employee will hold the rank of _____ and will be responsible for the duties and functions set out in the Performance Agreement referred to in clause 5;

1.2.3 the employment of the Employee is subject to the submission by the Employee of certificates of her or his academic and professional qualifications and service certificates;

1.2.4 the Employee may be required to perform other duties or to work at other places that may reasonably be required by the Employer; and

1.2.5 any matter arising, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations and any other legal provisions applicable to the Employee.

2. **Remuneration**

2.1 The remuneration that the Employee shall receive as from the date of assuming duty as stated in clause 1, shall be as agreed from time to time in writing between the parties.

2.2 The salary and benefits will be payable in 12 equal monthly instalments.

2.3 The general conditions of service and benefits of the Employee shall be as stipulated and provided for by the Act and the Regulations. The parties to this Contract accept that the general conditions of service and benefits may be changed from time to time by means of relevant collective agreements and determinations and directives by the Minister for Safety and Security.

2.4 When required from the Employee to perform official duties away from her or his headquarters, the Employee shall travel at the Employer's expense and shall be paid a subsistence and travelling allowance as may from time to time be determined.

3. **Termination of employment**

3.1 The term of office of the Employee may be terminated in the following ways:

3.1.1 on completing a term or extended term of office;

3.1.2 discharge in terms of section 35 of the Act; or

3.1.3 death.

3.2 Pension and other payable benefits are directly linked to the specific section of the Act which is utilised, as regulated by the Government Employees Pension Fund Law, 1996, the regulations promulgated thereunder, as applicable to member of the SMS, and these Regulations.

3.3 Subject to the provisions of the Act and the Labour Relations Act, 1995, either party may, after consultation and agreement, terminate the Contract before the expiry of an original term of office or an extended term of office, by giving to the other party one month's notice of termination, which notice shall -

3.3.1 be given in writing; and

3.3.2 be given on or before the last day of a month and take effect on the first day of the succeeding month

- 3.4 Should notice of termination be given as contemplated in clause 3.1.2, the Employer has the right to require the Employee to vacate the office occupied by her or him and to leave the premises of the Service before the expiry of the notice period on a day stipulated by the Employer and not to present herself or himself for duty any time thereafter.
- 3.5 Should the Employer invoke the provisions of clause 3.4, the Employee will still be entitled to all such benefits as contained in the relevant prescripts.
- 3.6 In the case of inefficiency and misconduct, the Employer may deal with the Employee, in accordance with the relevant legislation.

4. **Conduct**

- 4.1 The Employee undertakes -
 - 4.1.1 not to, without the applicable consent and during her or his employment or at any time thereafter, disclose any record, as defined in section 1 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), that must or may be refused upon a request for access to a record of a public body in terms of that Act;
 - 4.1.2 not to, during her or his employment or at any time thereafter, use any record so defined and obtained as a result of her or his employment, to the detriment of the State, except if it is used in the exercise or protection of any right, or legitimate expectation, conferred by law;
 - 4.1.3 if so requested by the Employer during her or his employment or on the termination of her or his employment, to submit to the Employer any record so defined and in the Employee's possession as a result of her or his employment and not to retain any copies of or extracts from such record, except with consent of the Employer; and
 - 4.1.4 to comply with the prescribed Code of Conduct.
- 4.2 The Employeee -
 - 4.2.1 acknowledges that she or he fully understands the implications of this clause;
 - 4.2.2 agrees that this clause is, after taking all relevant circumstances into account, reasonable and necessary for the proper protection of the interests of the Employer and that if she or he should at any time dispute the reasonableness of this clause, the onus of proving such unreasonableness will be upon her or him; and
 - 4.2.3 acknowledges that she or he enters into this Contract freely and voluntarily and that no circumstances exist for her or him to allege, either now or at any future time, that she or he was at a disadvantage in agreeing to the restraints

set out in this clause or was other than in an equal bargaining position with the Employer in agreeing to such restraints.

5 **Additional terms and conditions**

5.1 The Employee shall enter into an annual performance agreement with the Employer, linked to a specific financial year, which shall include at least the following:

5.1.1 Salary increases will be based on the performance of the Employee. Performance will be assessed in accordance with her or his responsibilities and key performance areas contained in her or his performance agreement and the extent to which the Employee complied therewith, as well as any directives which the Minister for Safety and Security may issue. Salary increases for the Employee will be based on individual consultation. The Employee and the Employer must consult annually regarding her or his salary increase within the restrictions of the budget based on the performance of the Employee. The salary increase of the Employee, shall be based on determinations, directives and guidelines issued by the Minister for Safety and Security.

5.1.2 An annual performance agreement provided for in terms of clause 5.1 linked to a specific financial year, stating clear performance areas/criteria/deliverables of the Service and the Employee must be entered into. As performance agreements are linked to financial years, it should be entered into at the latest on 30 April every year. The Employee should enter into her or his first performance agreement not later than three months after assumption of duty.

5.1.3 The performance agreement shall be revised if, at any time during the period of its duration, the work or environment of the Service (unit, directorate, branch, component etc.) is so altered (whether as a result of Government or management decision or otherwise) that the contents of it are no longer appropriate.

5.1.4 This Contract is directly linked to the performance agreement referred to in clause 5.1. In the event that the Employee does not perform satisfactorily in relation to the requirements of her or his performance agreement, the Employee acknowledges that the Employer may deal with her or him, in accordance with the procedure contained in the relevant legislation and any other directives issued by the Minister.

5.1.5 _____

5.2 Any other particular duties:

6. **General**

6.1 **Good faith**

In the implementation of this Contract, the parties undertake to observe the utmost good faith and they warrant in their dealing with each other that they will neither do anything nor refrain from doing anything that might prejudice or detract from the rights, assets or interests of each other.

6.2 **Applicability of the Act**

Any matters arising from this Contract, which are not specifically provided for herein, shall be dealt with in accordance with the provisions of the Act, the Regulations, relevant Collective agreements and other relevant legislation.

6.3 **Interpretation of this Contract**

The interpretation of this Contract shall be governed by the laws and legal principles applicable in the Republic of South Africa.

6.4 **Jurisdiction of courts**

The Employee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Contract.

6.5 **Variation**

6.5.1 The Contract constitutes the whole of the agreement between the parties to this Contract relating to the subject matter of this Contract, and save as otherwise provided, no amendment, alteration, addition or variation of any right, term or condition of this Contract will be of any force or effect unless reduced to writing and signed by the parties to this Contract.

6.5.2 The parties agree that there are no other conditions, warranties or representations, whether oral or written and whether expressed or implied or otherwise, save those contained in this Contract, the Act, these Regulations, relevant collective agreement and other relevant legislation (e.g. Government Employees Pension Fund Law, 1996).

6.6 **Waiver**

No waiver of any of the terms and conditions of this Contract will be binding for any purpose unless reduced to in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or

privilege precludes any other or further exercise thereof or the exercise of any other right, power or privilege.

7. Notice and Domicilium

7.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purpose of giving or sending any notice provided for or necessary in terms of this Contract, the following addresses-

	Employer	Employee
Physical address	_____	_____
Postal address	_____	_____
Telefax Number	_____	_____

Provided that a party reports any change of her or his domicilium to any other physical address, postal address or telefax number by written notice to the other party. Such change of address will be effective seven days after receipt of notice of the change of domicilium.

7.2 All notices to be given in terms of this Contract will -

7.2.1 be given in writing; or

7.2.2 be delivered or sent by prepaid registered post or by telefax; and

7.2.3 if delivered, be presumed to have been received on the date of delivery; or

7.2.4 if sent by prepaid registered post, be presumed to have been received within three working days of posting unless the contrary is proved; or

7.2.5 if sent by telefax, be presumed to have been received on the first working day following the date of sending of the telefax unless the contrary is proved.

SIGNED by the Employer at _____ on the _____ of _____

AS WITNESSES:

1. _____ _____
EMPLOYER

2. _____

SIGNED by the Employee at _____ on the _____ of _____

AS WITNESSES:

1. _____
EMPLOYEE
2. _____

Deletion of Appendix

12. Appendix A to the Regulations is hereby deleted.

Short title and commencement

13. These Regulations shall be called the South African Police Service Employment Amendment Regulations, 2001 and came into operation on 1 January 2001.