

CONSTITUTION
OF THE
LEBALELO WATER USER ASSOCIATION

**[OLIFANTS RIVER WATER MANAGEMENT AREA:
NORTHERN AND MPUMALANGA PROVINCES]**

1. NAME OF ASSOCIATION

1.1 The name of the Association is the Lebalelo Water User Association (hereinafter referred to as "the Association").

2. APPLICATION OF THE NATIONAL WATER ACT OF 1998 TO THE CONSTITUTION AND DEFINITIONS

2.1 This Constitution is subject to the provisions of the National Water Act of 1998 (Act 36 of 1998) (hereinafter referred to as "the Act"), and in particular Chapter 8 thereof, as well as Schedule 4 to the Act as amended by the Minister of Water Affairs and Forestry (hereinafter referred to as "the Minister") and which appears as Annexure 1 to the Constitution.

2.2 In this Constitution any word or expression to which a meaning has been assigned in terms of the Act shall have the meaning so assigned unless the context indicates otherwise.

3. OBJECTIVES AND AREA OF OPERATION OF THE ASSOCIATION

3.1 The objectives of the Association are to, within its area of operation-

3.1.1 establish, operate and maintain a bulk water supply scheme by means of which raw water is abstracted from waterworks on the Olifants River on the farm Havercroft 99 KT and distributed through a system of main and branch pipelines by means of waterworks under the control of the Association ("the waterworks"), make water available to its members in accordance with their entitlement to use water in terms of the National Water Act; and

3.1.2 in general see to it that persons abstract and use water in accordance with water use entitlements as provided for in terms of

the Act.

3.2 The area of operation of the Association is situated in the Olifants River Water Management Area (number 3) and in the Northern and Mpumalanga Provinces as defined in paragraph 3.2.1 and 3.2.2. The Members' Agreement appears as Annexure 2 to the Constitution.

3.2.1 The area of operation of the Lebalelo Water User Association includes all properties in respect of which any person is entitled to use water (surface and underground water) by virtue of entitlements in terms of the National Water Act,

3.2.2 from the bulk water supply scheme by means of which raw water is abstracted from waterworks on the Olifants River, on the right bank of the said river, distributed to and including the farms forming the boundary, Havercroft 99KT; Lucerne 84 KT; Geneva 85 KT; Stellenbosch 91KT; Stavenhagen 92KT; Roodekrans 94KT; Moeijelijk 412KS; Zwartkoppies 413KS; Paschas Kraal 466KS; Waterkop 113KT; Twickenham 114KT; Hackney 116KT; Dsjate 249KT; Fernkloof 539 KS; De Kom 252KT; Zwemkloof 283KT; Garatouw 282KT; Maandagshoek 254KT; Hendriksplaats 281KT; Apiesboomen 295 KT, Steelpoortsdrift 296KT; Bothashoek 276KT; Rooiboklaagte 259KT; Koedoeskraal 123KT; Edendale 124KT; Wimbledon 122KT; Annesley 109KT; Streatham 100KT; including the farms within this boundary, through a system of main and branch pipelines by means of waterworks, under control of the Association ("the waterworks").

4 PRINCIPAL FUNCTIONS OF THE ASSOCIATION

4.1 The principal functions to be performed by the Association in its area of operation are:

4.1.1 To construct, purchase or otherwise acquire, control, operate and

maintain waterworks considered necessary for supplying water for the purposes defined in the Association's water use licence.

- 4.1.2 To supervise and regulate the distribution and use of water from a water resource according to the relevant water use entitlements, by erecting and maintaining devices, or requiring members to erect and maintain such devices at their own expense, for –
- (i) measuring and dividing; or
 - (ii) controlling the diversion of the flow of water.
- 4.1.3 To suspend or reduce the distribution of water from a waterwork and or water resource under its control in so far as it is needed for the execution of any of the functions or for reasons required for the proper operation and protection of the waterwork or resource.
- 4.1.4 To prevent any unlawful water use.
- 4.1.5 To prevent any unlawful act likely to reduce the quality of water in the water resource controlled by the Association.
- 4.1.6 To exercise general supervision over waterworks.
- 4.1.7 To exercise general supervision over water resources.
- 4.1.8 To regulate the flow of any watercourse by –
- cleaning it channel;
 - reducing the risk of damage to the land in the event of floods;
 - changing the watercourse back to its previous course where it has been altered through natural causes.
- 4.1.9 To investigate and record –
- the quantity of water at different levels of flow in a watercourse;
 - the times when; and

-the places where water may be used by any person entitled to use water from a water resource.

5 ANCILLARY FUNCTIONS OF ASSOCIATION

5.1 The Association may perform functions other than its principal functions only if it is not likely-

5.1.1 to limit the Association's capacity to perform its principal functions;
and

5.1.2 to be to the financial prejudice of itself or its members.

5.2 These ancillary functions will be considered by the Management Committee of the Association ("the Management Committee") in consultation with the members of the Association.

5.2.1 Providing management services, training and other support services to -

(a) water services institutions; and

(b) rural communities

5.2.2 Providing catchment management services to or on behalf of responsible authorities.

6 FOUNDING MEMBERS

6.1 The founding members of the Association are -

6.1.1 ASA Metals (Pty) Limited

Registration number 1996/015726/07

6.1.2 Anglo American Platinum Corporation Limited

Registration number 1946/022452/06

6.1.3 Northern Province Development Corporation Limited

Registration number 14/01062/00

6.1.4 Samancor Limited

Registration number 1926/008883/06

6.1.5 Samrec Pty Limited

Registration number 1971/007064/07

6.1.6 Trojan Platinum (Pty) Limited

Registration number 1990/004775/07

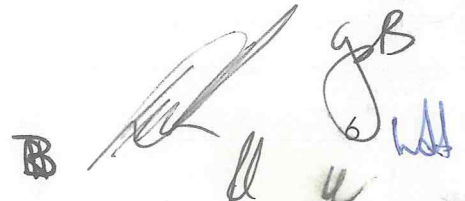
6.1.7 Other participants identified during the public participation process of the EMPR.

6.2 The authorised representatives of the founding members will, for purposes of arranging the first election of members of the Management Committee, be considered to be the Management Committee of the Association with powers and duties limited to arranging the election in accordance with this Constitution.

7 MEMBERSHIP OF THE ASSOCIATION

7.1 Any person who, as a condition of a Licence issued in terms of the Act, in terms of section 41 of the Act, or who has an existing lawful use in terms of Section 32 of the Act, has an entitlement to use water and who may exercise the right from waterworks and/or sources under control of the Association and who has been admitted as a member of the Association in terms of the Members' Agreement shall be a member of the Association. The first members of the Association are –

7.1.1 ASA Metals (Pty) Limited

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- Registration number 1996/015726/07
- 7.1.2 Anglo American Platinum Corporation Limited
Registration number 1946/022452/06
- 7.1.3 Northern Province Development Corporation Limited
Registration number 14/01062/00
- 7.1.4 Samancor Limited
Registration number 1926/008883/06
- 7.1.5 Samrec Pty Limited
Registration number 1971/07064/07
- 7.1.6 Trojan Platinum (Pty) Limited
Registration number 1990/04775/07
- 7.1.7 Other participants identified during the public participation process of the EMPR.
- 7.2 For the purposes of this Constitution, the "Industrial Members" shall mean those members whose principal business is to carry on the business of mining and who will use the water for industrial purposes, mining purposes or purposes related to mining.
- 7.3 For the purposes of the Constitution, the "Ordinary Members" shall mean those members whose principal business is not that of carrying on the business of mining and who will use the water for non-industrial purposes or non-mining purposes.
- 7.4 The members of the Association will be divided into two categories namely, Industrial Members and Ordinary Members.
- 7.5 Application for new membership of the Association must be addressed to the Management Committee which must, at a meeting of the Committee,

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consider an application and approve it unless there is good reason to refuse it

- 7.6 The Association must allow a person to become a member of the Association if directed by the Minister to do so, subject to the provisions of the Act, to the Association's right to review and any right to appeal.
- 7.7 Membership of the Association is terminated when a member's entitlement to water lapses, or upon such member ceasing to be a party to the Members' Agreement as provided therein, subject to the reaching of agreement on the cessation of any financial responsibility in respect of capital contributions towards financing the Association's water supply scheme.
- 7.8 A member may only resign as a member of the Association with the approval of the Management Committee, subject to the Members' Agreement, which may not unreasonably withhold its approval.

8 REGISTER OF MEMBERS

- 8.1 All members must communicate their addresses from time to time to the person acting as secretary of the Association, who must keep a register of the names of members, their authorised representatives and of their addresses.

9 RIGHTS OF MEMBERS

- 9.1 Membership of the Association does not give any member a right to any of the moneys, property or assets of the Association, but only gives members the privileges of membership in terms of this Constitution and the Members' Agreement.
- 9.2 A member of the Association is bound by the Constitution and strategies and policies of the Association as amended from time to time.



10 LIABILITY OF MEMBERS

10.1 The liability of members is limited to their respective financial commitments in accordance with the Members' Agreement.

10.2 Where any water work of the Association encroaches upon or intersects the property of any member, the Association will enjoy all servitudinal rights necessary for the proper exercising of the Association's functions and the provisions of the Act, and specifically sections 126, 127 and 128 thereof, will apply.

11 QUALIFICATION OF CANDIDATES FOR MEMBERSHIP OF MANAGEMENT COMMITTEE

11.1 Any member of the Association is, subject to the disqualifications contemplated in Schedule 4 to the Act, and provided the member is not more than 180 days in arrears with charges, plus interest, due to the Association, entitled to elect a member of the Management Committee in terms of clause 12 below: Provided that a member will only be entitled to elect a member of the Management Committee for the category of water users which that member represents.

12 NOMINATION OF AND VOTING FOR MEMBERS OF MANAGEMENT COMMITTEE

12.1 Subject to clause 11 above, any member whose name is on the voters' list of the Association, may nominate candidates for election as members of the Management Committee for the category of members it represents and may vote at an election of members of the Management Committee.

13 MEMBERSHIP OF MANAGEMENT COMMITTEE

13.1 The Management Committee of the Association shall consist of 5 (five) members appointed in terms of this clause 13 and the Chief Executive Officer appointed in terms of clause 16.



13.2 The Industrial Members shall be entitled to nominate 3 (three) members to the Management Committee, to remove any such member, and to replace any such member who is so removed or who ceases for any reason whatsoever to be a member.

13.3 The Ordinary Members shall be entitled to nominate 1 (one) member to the Management Committee, to remove such member, and to replace such member who is so removed or who ceases for any reason whatsoever to be a member.

13.4 The Northern Province Provincial Government and Mpumalanga Province Provincial Government shall together be entitled to nominate 1 (one) member to the Management Committee, to remove such member, and to replace such member who is so removed or who ceases for any reason whatsoever to be a member.

13.5 Any person elected as a member of the Management Committee shall:

13.5.1 hold office until:

13.5.2.1 such persons shall have been removed there from by the category of members that so elected such person;

13.5.2.2 such person shall have resigned there from by notice in writing to the Association; or

13.5.2.3 such person shall have been disqualified there from for any reason whatsoever.

13.5.2 hold office for a fixed period of at least 2 (two) years subject to the provisions of this Constitution.

13.6 The election to or removal of a member from the Management Committee shall be made by giving 30 (thirty) days' notice in writing to the

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Association at its registered office for the time being and to the other members and shall take effect on expiry of the 30 (thirty) days' notice.

13.7 If a vacancy occurs on the Management Committee, the vacancy must be filled according to this clause: Provided that the member must be elected or, where applicable, nominated for a period equal to the remainder of the period for which the member who has vacated the office would otherwise have continued in office.

13.8 There shall be no quorum at meetings of the Management Committee unless the Chairperson or the Deputy Chairperson is present, and two other members are present. If within one half hour after the time appointed for any meeting a quorum is not present, the meeting shall be dissolved and it shall stand adjourned to a date to be determined by the members of the Management Committee present which date shall be a minimum of 7 (seven) days after the date of such meeting at the same time and place (or if such place not be available, at such other place as the members of the Management Committee may determine). If at such adjourned meeting a quorum is not present within one half hour after the time appointed for the meeting, the meeting shall be automatically cancelled.

13.9 The resolutions of members of the Management Committee in order to be of force and effect will require approval by a majority of members of the Management Committee present and voting.

13.10 In the event of an equality of votes the Chairperson shall have a casting vote in addition to his deliberative vote as a member of the Management Committee.

13.11 The members of the Management Committee shall meet:

13.11.1 subject to the provisions of clause 13.11.2, quarterly, and

13.11.2 whenever so required by any Member on notice in writing to the

Association at its registered office for the time being and to the other Members.

- 13.12 The written notice required in clause 13.11 shall comply with the notice requirements stipulated in paragraph 10 of Schedule 4 to the Act.
- 13.13 The Association subscribes to the principle set out in section 2 of the Act in respect of ensuring appropriate community, racial and gender representation and will endeavour to promote the implementation thereof to the extent that the Association is practicably able to do so.
- 13.14 Should, after an election or nomination process, the composition of the Management Committee referred to in item 13.1, result in no representation for a particular gender or race on the Committee, the Chairperson must request all members of the Association and the interest groups to, within 21 days after notice, nominate one person of that gender or race of the Association or water users, to serve on the Management Committee of the Association, provided they have an interest in water user in the area. The Chairperson must after expiry of the nomination period select, by lot, one of the nominees for a term of one year.

14 APPOINTMENT OF THE CHAIRPERSON AND DEPUTY CHAIRPERSON OF THE ASSOCIATION

- 14.1 The Chairperson of the Association shall be elected by the members of the Association from amongst the members of the Management Committee and on the basis of a two thirds majority vote.
- 14.2 The Deputy Chairperson of the Association shall be elected by the members of the Association from amongst the members of the Management Committee and on the basis of a two-thirds majority vote.
- 14.3 The Chairperson and Deputy Chairperson shall hold office, subject to this Constitution, for a period of at least 2 (two) years and shall be capable of being re-elected by the Members, provided that neither the Chairperson nor

the Deputy Chairperson shall be capable of being re-elected after serving two consecutive terms of office.

- 14.4 Should the Chairperson or Deputy Chairperson resign during their term of office, such vacancy shall be filled from amongst the management Committee until the next annual general meeting.

15 VOTERS' LIST

15.1 The founding members of the Association must prepare a voters' list for the first election of members of the Management Committee. The voters' list must be divided into a list for Industrial Members and a list for Ordinary Members. Both lists must reflect-

15.1.1 the names of all members within the category of water users concerned and a member's authorised representative;

15.1.2 particulars of each such member's entitlement to water use; and

15.1.3 the number of votes a member is entitled to.

15.2 Every Member, or where appropriate that Member's authorised representative, whose name is recorded on the Voter's List shall be entitled to vote on all matters affecting the Association.

15.3 Each Member shall be entitled to such number of votes as indicated on the Voters List from time to time referred to in clause 15.1.

15.4 The voters' list may be revised by the Management Committee in terms of the Members' Agreement.

16 APPOINTMENT OF EMPLOYEES

- 16.1 The Management Committee may employ such persons as it considers necessary to perform the Association's functions under this Constitution.
- 16.2 The appointment of employees or any change in their conditions of service must be approved by resolution of the Management Committee.

17 RAISING OF LOANS

- 17.1 Subject to the provisions of the Members' Agreement the Management Committee may raise by way of loans, including bank overdrafts, any funds required by it for the purpose of carrying out its functions under this Constitution or the Act.

18 CHARGES AND THE RECOVERY OF CHARGES

- 18.1 For the purpose of defraying any expenditure that the Management Committee has lawfully incurred or may lawfully incur in carrying out its functions and duties the Management Committee may annually assess charges on members according to the pricing strategy for water use set by the Minister in terms of section 56 of the Act.
- 18.2 The Management Committee may recover the charges assessed from the persons entitled to receive water in terms of the Association's water use licence.
- 18.3 Whenever the Management Committee has assessed a charge, the Management Committee must prepare an assessment roll setting forth;
- 18.3.1.1 the name of each member liable to pay charges;
- 18.3.1.2 a description of the piece of land, which may be a specially delineated area, in respect of which the charge is assessed;

- 18.3.1.3 the quantity of water or abstraction time period to which the member or person is entitled;
- 18.3.1.4 the amount of the charge assessed;
- 18.3.1.5 the date or dates on which payment is due and the amount due on each date; and
- 18.3.1.6 the rate of interest payable on non-payment and the effective date of interest.

18.4 A copy of the assessment roll must lie open for inspection in the office of the Association at all reasonable times by any member of the Association or person to whom water is supplied.

18.5 If after proper notice, any charge, plus interest due to the Association, is more than 90 days in arrears, the Association may in addition to the powers vested in it in terms of section 59(3) of the Act, without further notice to the member, collect the amount due by issuing summons in a Magistrate's court with jurisdiction, regardless of the amount involved, in which event the member will be responsible for all collection and legal costs, inclusive of attorney and client costs. The members of the Association hereby consent and submit to the jurisdiction of any Magistrate Court having jurisdiction under Section 28 of the Magistrate's Court Act, 1944, for the purposes of any legal proceedings arising from or in connection with this Constitution, notwithstanding that such proceedings may otherwise be beyond the jurisdiction of such court. This item shall be deemed to constitute the written consent required in terms of the aforesaid Act. Notwithstanding the foregoing the Association shall be entitled to proceed in any division of the High Court of South Africa having jurisdiction in respect of any matter arising from or in connection with this Constitution should it in its own discretion so decide.

19 ANNUAL REPORT

19.1 The Management Committee must, within three months after the end of the Association's financial year, convene a general meeting of members and must at the meeting;-

19.1.1 table an audited financial statement of the Association's accounts for the preceding financial year, including full particulars of any remuneration paid by the Association to members of the Management Committee and employees of the Association; and

19.1.2 give an account to the members of its activities during the year.

20 WINDING UP

20.1 The Association may be dissolved by a resolution passed at a special general meeting held for that purpose, provided that;-

20.1.1 the resolution is passed by a majority of two-thirds of the members present and entitled to vote at the meeting;

20.1.2 the resolution is confirmed at a further special general meeting held not less than four weeks after the preceding special general meeting by a majority vote of members entitled to vote thereon; and

20.2 A meeting passing a resolution referred to in sub-clause 20.1.1 of this Constitution may also pass resolutions by a majority vote for;-

20.2.1.1 the appointment of a liquidator; and

20.2.1.2 the disposal of surplus funds and assets of the Association after winding up and after the payment of all debts and obligations of the Association, provided that any surplus assets may only be

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transferred to an Association or institution with objects similar to those of the Association, or to the Minister.

21 AMENDMENT OF CONSTITUTION

21.1 With the approval of the Minister, the Constitution of the Association may be amended by members of the Association if ;

21.1.1 a special meeting of members convened for this purpose votes in favour of such an amendment;

21.1.2 the notice to members contains the verbatim proposed amendment and has been posted to members at least 21 days prior to the date of the meeting; and

21.1.3 the proposed amendment is not in conflict with the Members' Agreement.

21.1.4 only amendments to the proposed amendment, of which written notice had been given, may be discussed and voted on at such a meeting.

DATED at Cartman on this the 1st day of October 2001.

For : **ANGLO AMERICAN PLATINUM CORPORATION LIMITED**



Signatory : W.G. ABEL
Capacity : PROGRAMME DIRECTOR - EASTERN L.M.B.
Authority :



DATED at *Bentuvini* on this the *1* day of *October* 2001.

For : **ASA METALS (PROPRIETARY) LIMITED**

Barnard

Signatory : *R.H. BARNARD*

Capacity : *General Manager*

Authority :

DATED at _____ on this the _____ day of _____ 2001.

For : **DEPARTMENT OF WATER AFFAIRS**

Signatory :

Capacity :

Authority :

DATED at *Bentuvini* on this the *1st* day of *October* 2001.

For : **NORTHERN PROVINCE DEVELOPMENT CORPORATION LIMITED**

Signatory :

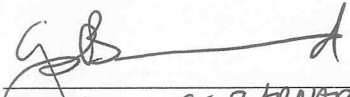
Capacity :

Authority :

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DATED at _____ on this the _____ day of _____ 2001.


For: **SAMANCOR LIMITED**



Signatory : G. S. BANTU
Capacity : PROJECT MANAGER,
Authority :

DATED at PRETORIA on this the _____ day of OCTOBER 2001.

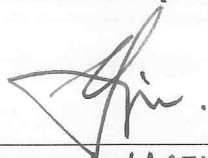
For: **SAMREC (PROPRIETARY) LIMITED**



Signatory : R. LYNN
Capacity : MINE MANAGER,
Authority :

DATED at CENTURION on this the 1st day of OCTOBER 2001.

For: **TROJAN PLATINUM (PROPRIETARY) LIMITED**



Signatory : L. LAGENDIJK
Capacity : MANAGER ENG: PROJECTS.
Authority :

Annexure 1:
Annexure 2:

Schedule 4 to the Act as amended by the Minister.
Agreement between Anglo American Platinum Corporation Limited,
other Industrial Members, Department of Water Affairs and Forestry,
for Ordinary Members.

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ANNEXURE A: CONSTITUTION

- **Annexure 1: Schedule 4**

Schedule 4

MANAGEMENT AND PLANNING OF WATER MANAGEMENT INSTITUTIONS

(Sections 79 (2) and 82 (4))

Part 1 Governing board

1 Governing board

(1) The board-

- (a) is responsible for the management of the affairs of the water management institution; and
- (b) may exercise the powers of the institution.

(2) Without limiting subitem (1), it is the role of the board-

- (a) to decide the strategies and policies to be followed by the institution; and
- (b) to ensure that the institution exercises its powers or performs its duties in a proper, efficient, economical and sustainable manner.

(3) The board must carry out its functions as efficiently as possible, consistent with prudent commercial practice.

(4) In the absence of the chairperson, the deputy chairperson performs all the functions of the chairperson.

2 Terms and conditions of appointment

(1) A board member holds office for a term-

- (a) specified in the constitution, if the institution has a constitution; or
- (b) determined by the Minister, if the institution has no constitution.

(2) The institution may pay a board member from the revenues of the institution an amount of remuneration, determined by the board from time to time, in accordance with any directive from the Minister.

3 Chief executive officer

(1) The board may appoint a suitably qualified person as chief executive officer of the institution.

(2) The chief executive officer of the institution holds office on the terms and conditions determined by the board.

(3) The board may remove the chief executive officer of the institution from office.

(4) The Minister may, for good reasons and after consultation with the board, direct the board to remove the chief executive officer from office.

(5) The board must comply with a directive given by the Minister under subparagraph (4).

(6) The functions to be performed by the chief executive officer in terms of this Schedule may also be performed by the chairperson or any other officer designated by the chairperson.

(7) The board must, in consultation with the Minister of Public Service and Administration, determine the salary of its chief executive officer, subject to the approval of the Minister.

4 Vacancies, resignations and removal from office

(1) The position of a board member becomes vacant if the member-

- (a) has been declared to be of unsound mind by a competent authority;
- (b) is declared insolvent;
- (c) resigns;
- (d) is convicted of any offence involving dishonesty;
- (e) is absent without prior consent of the chairperson from two consecutive meetings of the board; or

(f) fails to make any disclosure required to be made in terms of item 7.

(2) An ordinary member or the deputy chairperson may resign in writing addressed to the chairperson.

(3) The chairperson may resign in writing addressed to the Minister.

5 Validity of decisions

(1) An act or decision of the board is not invalid merely because of-

- (a) a defect or irregularity in, or in connection with, the appointment of a board member; or
- (b) a vacancy in the membership of the board, including a vacancy resulting from the failure to appoint an original board member.

(2) Anything done by or in relation to a person purporting to act as chairperson or as a board member is not invalid merely because-

- (a) the occasion for the person to act had not arisen or had ceased;
- (b) there was a defect or irregularity in relation to the appointment; or
- (c) the appointment had ceased to have effect.

Part 2 Board members

6 Duties of board members

(1) A board member must at all times act honestly in performing the functions of his or her office.

(2) A board member must at all times exercise a reasonable degree of care and diligence in performing a member's functions, and in furtherance of this duty without limiting its scope, must-

- (a) take reasonable steps to inform himself or herself about the institution, its business and activities and the circumstances in which it operates;
- (b) take reasonable steps, through the processes of the board, to obtain sufficient information and advice about all matters to be decided by the board to enable him or her to make conscientious and informed decisions; and
- (c) exercise an active discretion with respect to all matters to be decided by the board.

(3) A board member need not give continuous attention to the affairs of the board, but is required to exercise reasonable diligence in relation to-

- (a) the business of; and
- (b) preparation for and attendance at meetings of,

the board and any committee to which the board member is appointed.

(4) In determining the degree of care and diligence required to be exercised by a board member, regard must be had to the skills, knowledge or insight possessed by that member, and to the degree of risk involved in any particular circumstances.

(5) A board member, or former board member, must not make improper use of his or her position as a member or of information acquired by virtue of his or her position as a member to gain, directly or indirectly, an advantage for himself or herself or for any other person, or to prejudice the institution.

(6) This item must be interpreted as adding to, and not deviating from, any law relating to the criminal or civil liability of a member of a governing body of a corporate body, and it does not prevent any criminal or civil proceedings being instituted in respect of such a liability.

7 Disclosure of interest

(1) If a board member has a direct or indirect pecuniary or other interest in any matter in which the institution is concerned, which could conflict with the proper performance of his or her duties in relation to that matter, he or she must disclose that interest as soon as practicable after the relevant facts come to his or her knowledge.

(2) If the board member is present at a meeting of the board at which the matter is to be considered, the board member must disclose the nature of his or her interest to the meeting immediately before the matter is considered.

(3) If the board member is aware that the matter is to be considered at a meeting of the board at which he or she does not intend to be present, he or she must disclose the nature of his or her interest to the chairperson before the meeting is held.

(4) A board member who has made a disclosure under this paragraph must not-

- (a) be present during any deliberation; or
- (b) take part in any decision,

of the board in relation to the matter in question.

(5) Any disclosure made under this paragraph must be noted in the minutes of the relevant meeting of the board.

8 Recovery of improper profits

If a person contravenes item 7, the institution, or the Minister in the name of the institution, may recover from the person as a debt due to the institution, through a competent court, either or both of the following-

- (a) if that person, or any other person, made a profit as a result of the contravention, an amount equal to that profit; and
- (b) if the institution has suffered loss or damage as a result of the contravention, an amount equal to that loss or damage.

Part 3 Proceedings of the board

9 Convening meetings

(1) The board must meet at least twice in each year.

(2) Meetings must be held at the times and, subject to subitem (4), the places determined by the board.

(3) The chairperson may convene a meeting at any time and must do so when requested by one third of the board members.

(4) The chairperson may, from time to time, determine that a meeting be held by telephone, closed-circuit television or other means of communication.

10 Notices of meeting

(1) Except as provided in subitem (3), the chairperson or the chief executive officer must give at least seven days' written notice to board members of any meeting convened at the request of one third of the board members.

(2) A notice given in terms of subitem (1) must-

- (a) specify the date and time of the meeting; and
- (b) state the general nature of the business of the meeting; and either
- (c) state the place of the meeting; or
- (d) specify the means of communication by which the meeting will be held.

(3) The chief executive officer or chairperson must give notice of a meeting-

- (a) in writing; and
- (b) not less than seven days in advance except in cases of emergency or where every board member agrees to accept short notice.

(4) If notice of a meeting is given the board must, if requested by a board member, allow that member to participate in the meeting in the manner contemplated in item 16.

(5) The proceedings of, or resolutions passed at a meeting of, a board are not invalid merely because-

- (a) the chief executive officer omitted to send a notice to a board member; or

- (b) a member did not receive a notice of the meeting.

11 Quorum

- (1) No business may be conducted at a meeting unless a quorum of members is present.
- (2) A quorum is a majority of the members for the time being.
- (3) If a quorum is not present within 30 minutes after the time appointed for a meeting, the person presiding at the meeting may adjourn the meeting to the same time and place, seven days after the adjournment.
- (4) If a quorum is not present at an adjourned meeting within 30 minutes after the time appointed for the meeting, the meeting is automatically cancelled.

12 Adjournment

- (1) The person presiding at a meeting at which a quorum is present-
- (a) may adjourn the meeting with the meeting's consent; and
- (b) must adjourn the meeting if the meeting so directs.
- (2) An adjourned meeting must be held at the time and place agreed to by the meeting before it is adjourned.
- (3) Only unfinished business of an initial meeting can be conducted at an adjourned meeting.

13 Person presiding at meetings

- (1) Subject to item 7 (4)-
- (a) the chairperson must preside at all meetings of the board at which the chairperson is present; and
- (b) in the absence of the chairperson, the deputy chairperson must preside at a meeting of the board.
- (2) If neither the chairperson nor the deputy chairperson is present, the meeting must appoint a board member present at the meeting to preside.

14 Voting

- (1) A question arising at a meeting must be determined by a majority of votes of board members present and voting.
- (2) If voting on a question is equal, the person presiding has a casting vote as well as a deliberative vote.

15 Minutes

- (1) The chief executive officer must ensure that complete and accurate minutes of each meeting are kept.
- (2) Draft minutes of each meeting must-
- (a) be presented to the next meeting of the board for amendment, if necessary, and adoption; and
- (b) be entered in a durable, bound volume of minutes.
- (3) The person presiding at the next meeting must sign and date an affirmation to the effect that any minutes of the previous meeting have been adopted by the meeting.

16 Participation in meetings

- (1) The board may, by resolution, permit board members to participate in a particular meeting by telephone, closed-circuit television or other means of communication.
- (2) A board member who participates in a meeting under permission given under subitem (1) must be regarded as being present at the meeting.

17 Resolutions without meetings

(1) If all the board members for the time being (other than a board member who is absent from South Africa at the time) sign a document containing a statement that they are in favour of a resolution set out in the document, a resolution in those terms shall be taken to have been passed at a meeting of the board held on the day on which the document is signed or, if the members do not sign it on the same day, on the day on which the last member signs the document.

(2) For the purpose of subitem (1), two or more separate documents containing a statement in identical terms, each of which is signed by one or more board members, must be taken to be one document.

(3) A document referred to in this item may be in the form of a telex or facsimile.

18 Execution of documents

(1) Subject to subitem (2), a document is duly executed by the board if it is executed on behalf of the board by any two board members.

(2) The board may, either generally or in a particular case or class of cases, by resolution authorise the chief executive officer to execute documents on behalf of the board.

19 Appointment of committees

(1) The board may, from time to time-

- (a) appoint such temporary or standing committees as it sees fit from among its members;
- (b) appoint persons other than board members to a committee;
- (c) remove any person appointed to a committee from such committee; and
- (d) determine the terms of reference of any committee,

which may include-

- (i) full decision making powers on particular matters; or
- (ii) a requirement to refer decisions back to the board for ratification.

(2) Items 7, 11, 12, 14, 15, 16, 17, 18 (1) and 20 apply to a committee as if it were the board.

(3) Part 2 also applies to any member of a committee who is not a board member.

(4) A committee must report to the board at the times and in the manner determined by the board.

20 Power to regulate proceedings

Subject to this Part, the board may regulate its own proceedings.

Part 4 Institutional planning

21 Business plans

(1) The board must prepare business plans.

(2) The first business plan must be for a period of not less than three years and must begin when the first financial year starts, which must be not more than six months after the board is established.

(3) Each subsequent business plan must be updated annually.

(4) The board may review and revise a business plan at any time, and must do so when so directed by the Minister.

22 General matters to be included in business plans

Each business plan must be in the form determined by the Minister and-

- (a) must set out the objectives of the institution;
- (b) must outline the overall strategies and policies that the institution is to follow to achieve the objectives;

- (c) must include a statement of the services which the institution expects to provide and the standards expected to be achieved in providing those services;
- (d) must include the financial and performance indicators and targets considered by the board to be appropriate;
- (e) may include any other information which the board considers appropriate; and
- (f) must include any other information determined by the Minister.

23 Financial matters to be included in business plans

Each business plan-

- (a) must include a financial target;
- (b) must outline the overall financial strategies for the institution including the setting of charges, borrowing, investment and purchasing and disposal strategies;
- (c) must include a forecast of the revenue and expenditure of the institution, including a forecast of capital expenditure and borrowings;
- (d) must provide for capacity building amongst its board members and officials;
- (e) may include any other financial information which the board considers appropriate; and
- (f) must include any other financial information determined by the Minister.

24 Matters to be considered in setting financial targets

In preparing or revising a financial target, the board must have regard to-

- (a) the need to maintain the institution's financial viability;
- (b) the need to maintain a reasonable level of reserves, especially to provide for-
 - (i) corrective action to redress the results of past racial and gender discrimination in the use of water resources;
 - (ii) any estimated future demand for the services of the institution; and
 - (iii) any need to improve the accessibility of, and performance standards for, the services provided by the institution; and
- (c) other matters determined by the Minister.

25 Business plans to be given to Minister

(1) When the board prepares or revises a business plan, it must immediately make a copy of the plan available to the Minister.

(2) The Minister may-

- (a) within 60 days after receiving a copy of a prepared plan; or
- (b) within 30 days after receiving a copy of a revised plan,

make comments on the plan to the board.

(3) The board must consult in good faith with the Minister following communication to it of the Minister's comments and must make any changes to the plan that are agreed upon by the Minister and the board.

(4) The Minister may, from time to time, direct the board to include in, or omit from, a business plan, any matter, including a financial matter.

(5) Before giving a directive under this item, the Minister must consult with the board as to the matters to be included in the directive.

(6) The board must comply with a directive given under this item.

26 Board to notify Minister of significant events

If matters arise that might prevent, or materially affect, achievement of the objectives of the institution in terms of the business plan or financial targets contained in the business plan, the board must immediately notify the Minister of the existence of such matters.

27 Institution must act in accordance with business plan

The institution must act only in accordance with its business plan, as it exists from time to time, unless the Minister has directed otherwise.

28 Minister may require information

- (1) The Minister may direct the board to give him or her specific information.
- (2) The board must comply with such directive.

Part 5 Monitoring and intervention

29 Provision of information by an institution

- (1) An institution must provide the Minister or any person authorised by the Minister with-
 - (a) the information which the Minister requires on the affairs and financial position of the institution; and
 - (b) access to such books, accounts, documents and assets of the institution as the Minister may require.
- (2) The Minister may appoint a person to investigate the affairs or financial position of an institution and recover the reasonable fees and disbursements of that person from that institution.
- (3) A board member and an employee of a board have the same duties towards the Minister or a person authorised by the Minister as an institution has in subitem (1), except to the extent that the board member or employee can show that he or she is unable to comply.

30 Taking possession of books, records and assets

The Minister or a person authorised by the Minister may enter into the premises of any institution and take possession of any book, record or asset of the institution where this is necessary in order to obtain any information to which the Minister is entitled in terms of this Part or for the purposes of any investigation that the Minister is entitled to conduct in terms of this Part.

31 Offence

Any institution, board member or employee of the board who does not comply with items 28 to 30 obstructs a person appointed under item 29 (2) is guilty of an offence and liable on conviction to a sentence contemplated in section 151 of the Act.

Part 6 Records and reporting

32 Financial records and accountability

- (1) The financial year of an institution is for a 12-month period determined by the board.
- (2) The board must ensure that the chief executive officer of the institution keeps-
 - (a) proper records and accounts of the activities, transactions and affairs of the institution and of the board; and
 - (b) any other records or accounts that are necessary to explain sufficiently the financial operations and financial position of the institution.
- (3) The board and the chief executive officer of the institution must each do all things necessary to-
 - (a) ensure that all money payable to the institution is properly collected;
 - (b) ensure that all money spent by the institution is properly spent and properly authorised;
 - (c) ensure that there is adequate control over all assets acquired for the purposes of the institution, or managed or controlled by it;
 - (d) ensure that all liabilities incurred on behalf of the institution are properly authorised;
 - (e) ensure efficiency and economy of operations and avoidance of waste and extravagance;
 - (f) develop and maintain an adequate budgeting and accounting system; and
 - (g) develop and maintain an adequate financial control system.

ANNEXURE A: CONSTITUTION

- **Annexure 2:**

**Agreement between Anglo Platinum and other
members**



AGREEMENT

between

ANGLO AMERICAN PLATINUM CORPORATION LIMITED
("Anglo Platinum")

and

ASA METALS (PROPRIETARY) LIMITED
DEPARTMENT OF WATER AFFAIRS AND FORESTRY / TRANSITIONAL LOCAL
COUNCILS / THE DILOKONG COMMUNITY
NORTHERN PROVINCE DEVELOPMENT CORPORATION
SAMANCOR LIMITED
SAMREC (PROPRIETARY) LIMITED
TROJAN PLATINUM (PROPRIETARY) LIMITED

(collectively "the Remaining Members", and alternatively a "Remaining Member")

[Handwritten signatures and initials]

1. INTRODUCTION

- 1.1 Anglo Platinum and the Remaining Members ("the parties") have applied for the formation of a Water User Association ("the Association") as envisaged in Chapter 8 of the National Water Act 36 of 1998 ("the NWA"). The parties will be the Founding members of the Association.
- 1.2 The Association will, if formed, establish, operate and maintain a bulk water supply scheme for the benefit of all its members.
- 1.3 The parties have also applied for the Association to be issued with a water use license in terms of the NWA for the purpose of carrying out the objects and functions of the Association.
- 1.4 Neither the application for formation of the Association or the application for a license has been finalized at the date of signature hereof.
- 1.5 In pursuance of the formation and operation of the Association, the parties have undertaken the planning of a capital project for the procurement and construction of the infrastructure of the said bulk water supply scheme ("the project") which is budgeted to cost approximately R 120 million (one hundred and twenty million Rand) or such other amount as the parties may agree ("the contract price"). A joint venture consisting of Ninham Shand and SRK ("the joint venture") has been engaged to provide consulting engineering and project management services to the project.
- 1.6 The parties agree that it would be necessary and desirable for the project to be completed before the end of 2001. This will require that orders for the procurement of certain capital equipment be placed as soon as reasonably practicable.
- 1.7 The parties do not expect that the Association will have been established and the relevant license obtained by February 2001.
- 1.8 Accordingly, Anglo Platinum has undertaken to place orders in its own name with the relevant suppliers, on the understanding that the Remaining Members warrant and undertake to Anglo Platinum that they will bear their respective proportional shares of the financial obligations associated with the said orders, as set out further in this agreement.

2. UNDERTAKINGS OF ANGLO PLATINUM

- 2.1 Anglo Platinum undertakes, in the period that the applications for the establishment of the Association and the issue of a water use license are pending, to place orders for such capital equipment and infrastructure, having due regard to the contract price, as may be required to enable the project to

Handwritten signatures and initials of the parties involved in the agreement, including a large 'A' and a signature that appears to be 'SRK'.

be completed before the end of 2001.

- 2.2 The specific orders to be placed by Anglo Platinum, and the total cost thereof, will be identified by the joint venture from time to time and communicated to Anglo Platinum and the Remaining Members.
- 2.3 Anglo Platinum shall place the necessary orders in its own name, and assume primary responsibility for the obligations arising out of such orders, provided that any agreement so entered into by Anglo Platinum must allow for the transfer of relevant rights and obligations from Anglo Platinum to the Association upon its establishment.
- 2.4 The obligations of Anglo Platinum under this clause will arise upon signature of this agreement by the last Remaining Member.

3. GUARANTEES

- 3.1 Each Remaining Member hereby undertakes and warrants that where Anglo Platinum is obliged at any time to make any payments whatsoever in terms of, or arising out of, the orders for capital equipment referred to in clause 2.1, including, without limitation the payment of the purchase price or any advances or interest thereon, or where Anglo Platinum suffers any loss whatsoever (excluding consequential loss) arising out of such contracts, or where Anglo Platinum is obliged to pay to any person whatsoever any compensation or damages for breach of contract, including as a result of the termination of the project, and whether or not Anglo Platinum is at fault in regard to such obligation to pay save where the fault arises from gross negligence or deliberate act or omission on the part of Anglo Platinum, or in respect of any indemnification or other contractual assumption of liability, such Remaining Member will be liable directly to Anglo Platinum for its pro rata share of the total amount so paid or the loss so incurred by Anglo Platinum.
- 3.2 The respective *pro rata* amounts so owing will be determined on the basis of the following table or as amended from time to time by agreement between the parties, which shows the relative capital commitments of each of the parties to the project:
- | | |
|------------------------|--------|
| 3.2.1. Anglo Platinum: | 66.10% |
| 3.2.2 Trojan Platinum: | 17.63% |
| 3.2.3 ASA Metals: | 02.05% |
| 3.2.4 Samrec: | 00.19% |
| 3.2.5 Samancor: | 06.51% |
| 3.2.6 NPDC: | 00.86% |
| 3.2.7 DWAF / TLC / DC: | 06.66% |
- 3.3 Payment of the relevant amounts will be due and owing immediately upon Anglo Platinum giving notice to the relevant Remaining Member of the fact that

02/02/01

it has made such payments or incurred such a loss; provided that, should Anglo Platinum give notice that it will be obliged to make any payment on any particular future date, and it gives notice requesting payment of the Remaining Members' *pro rata* portions by or on that date, such payment will be due and owing on that date.

- 3.4 Interest on any amounts not paid within thirty days to Anglo Platinum when due and owing in terms of this clause will accrue at the Prime Interest Rate (as determined by Anglo Platinum's bankers from time to time), from the due date to date of payment.
- 3.5 Should Anglo Platinum be obliged to institute legal proceedings for the recovery of any amounts owing to it by a Remaining Member in terms of this agreement, the Remaining Member affected will be liable for the costs of such proceedings on an attorney and client scale.

4. PROCEDURE ON FORMATION OF THE ASSOCIATION

- 4.1 Should the Association be established, and the water use license be granted to it, then Anglo Platinum shall immediately;
- 4.1.1 transfer into the ownership of the Association all capital equipment and Infrastructure already delivered; and
- 4.1.2 cede and assign to the Association all contracts for the supply of capital equipment and infrastructure to which it has been a party in terms of this agreement.
- 4.2 Any amounts paid by Anglo Platinum to any person pursuant to this agreement and not recovered from a Remaining Member at the time of the transfers and cessions referred to in clause 4.1 shall be deemed to be a capital contribution by Anglo Platinum to the Association.
- 4.3 Any amounts paid to Anglo Platinum by a Remaining Member pursuant to its obligations under this agreement shall at the time of the formation of the Association be deemed to be capital contribution by the relevant Remaining Member to the Association.
- 4.4 Where any Remaining Member is in default of its obligations to Anglo Platinum at the time of the establishment of the Association, Anglo Platinum will cede its right to claim such outstanding amounts to the Association. The Association will then be responsible for the recovery of the relevant amount, whereupon it will repay such amount to Anglo Platinum. Anglo Platinum's capital contribution to the Association will be reduced by the amount so recovered, while the same amount will be credited to the capital contribution of the Remaining Member concerned.

02/02/01

4.5 Should the relevant amount finally not be recoverable from the Remaining Member concerned, each other Remaining Member undertakes to make a further *pro rata* payment to Anglo Platinum to make up for that amount. Such further payments will reduce Anglo Platinum's capital contribution in Association and be credited to the Remaining Members' capital contributions accordingly.

5. NOTICES AND DOMICILIA

5.1 The parties select the following addresses for the delivery of all notices envisaged in this agreement and for the service of any court process arising out of this agreement:

5.1.1. in the case of Anglo Platinum:

28 Harrison Street
Johannesburg
2001

5.1.2. in the case of ASA Metals (Pty) Limited:

gr 13 Bicaard Street *gr*
Pietersburg
0700

5.1.3. in the case of DWAF / TLC's / DC;

Residensie Building 185 Schoeman Street Pretoria 0001	Asmo Place 49 Joubert Street Pietersburg 0700
--	--

5.1.4. in the case of NPDC:

Development House
Lebowagomo
0737

5.1.5. in the case of Samancor Limited:

6 Hollard Street
Johannesburg
2001

5.1.6. in the case of Samrec (Pty) Limited:

Cnr Premier and Cullinan Avenues
Olifantsfontein

gr *gr* *gr* *A* *gr*
02/02/01

1665

5.1.7. in the case of Trojan Platinum (Pty) Limited;

3rd Floor Old Trafford 4
Isle of Houghton
Boundary Road
Parktown
2195

5.2 Where notices and process are delivered or served by facsimile at the number referred to above, they will be deemed to have been received by 16h30 on the day upon which the facsimile was sent. Where they are sent after 16h30 on any day they will be deemed to have been received by the commencement of ordinary office hours on the following ordinary working day.

5.3 Where notices and process are hand-delivered during office hours they will be deemed to have been received on the date of delivery. Where they are delivered out of office hours, they will be deemed to have been received at the commencement of the ordinary working day following the date of delivery.

5.4 Where notices and process are forwarded by mail, they will be deemed to have been received on the seventh working day after the date of posting.

6. GENERAL

6.1 This agreement constitutes the entire agreement between the parties hereto with regard to the subject matter hereof, and no representations or undertakings are made save for those expressly set out herein.

6.2 This agreement cannot be amended in any way unless such amendments are reduced to writing and signed by all parties.

6.3 This agreement will be terminated when the Members Agreement for the Lebalelo Water User Association, to which Anglo Platinum and the Remaining Members are parties, becomes unconditional; provided that this will not affect any vested rights in terms hereof, nor apply in regard to those rights and obligations which are stated herein to be applicable after the formation of the Association, including, but not limited to clause 4.

[Handwritten signatures and initials]
02/02/01

Thus done and signed for and on behalf of Anglo American Platinum Corporation Limited at Johannesburg on this 5 day of February 2001.

Name: ERIC FORD

Designation: EXECUTIVE DIRECTOR OPERATIONS

Thus done and signed for and on behalf of ASA Metals (Pty) Limited at Pieterburg on this 14 day of February 2001.

Name: Max Yang

Designation: MD & CEO

Thus done and signed for and on behalf of Northern Province Development Corporation at Johannesburg on this 19 day of February 2001.

Name: M T C LUHTAN

Designation: MANAGING DIRECTOR

Thus done and signed for and on behalf of DWAF / TLC's / DC at Pieterburg on the 6th day of February 2001.
March

Name: Matukene Magilweni

Designation: Chief Director

Thus done and signed for and on behalf of Samancor Limited at JOHANNESBURG on this 5TH day of February 2001.
APRIL

Name: S. S. ABSOLON

Designation: MINERAL RESOURCES DIRECTOR

Whelan

Thus done and signed for and on behalf of Samrec (Proprietary) Limited at ... PENGE .
on this. 26 day of February 2001.

Name: R. LYNN

Designation: MINE MANAGER

[Signature]

Thus done and signed for and on behalf of Trojan Platinum (Proprietary) Limited at
RUSTENBURG .. on this 14th day of February 2001.

Name: L. LAGENDIJK

Designation: MANAGER ENGINEERING
PROTECTS

[Signature]

[Signatures]
02/02/01

6 No. 28059

GOVERNMENT GAZETTE, 1 FEBRUARY 2002

**DEPARTMENT OF WATER AFFAIRS AND FORESTRY
DEPARTEMENT VAN WATERWESSE EN BOSBOU**

1 February 2002

No. 89

**ESTABLISHMENT OF THE LEBALELO WATER USER ASSOCIATION, DISTRICTS OF LETABA AND LYDENBURG,
IN THE NORTHERN AND MPUMALANGA PROVINCES, WATER MANAGEMENT AREA NUMBER 4**

I, Ronald Kasrils, Minister of Water Affairs and Forestry, hereby in terms of section 92 (1) of the National Water Act, 1998 (Act No. 36 of 1998), declare that—

- (a) the Lebalelo Water User Association is established;
- (b) the Association's name is the Lebalelo Water User Association;
- (c) the area of operation of the Lebalelo Water User Association includes all properties in respect of which any person is entitled to use water (surface and underground water) by virtue of entitlements in terms of section 22 (1) of the Act from—
 - (i) the bulk water supply scheme by means of which raw water is abstracted from waterworks on the Ollifants River, on the right bank of the said river, distributed to and including the farms forming the boundary, Havercroft 99KT; Lucerne 84KT; Geneva 85KT; Stellenbosch 91KT; Stavenhagen 92KT; Roodekrans 94KT; Moeljelijk 412KS; Zwartkoppies 413KS; Paschas Kraal 468KS; Waterkop 118KT; Twickenham 114KT; Hackney 116KT; Dejata 249KT; Fernkloof 539KS; De Kom 252KT; Zwemkloof 283KT; Garatouw 282KT; Maandagshoek 254KT; Hendriksplaats 281KT; Apiesboomen 295KT; Steelpoortedrift 296KT; Bothashoek 276KT; Rooiboklaagte 259KT; Koedoeskraal 123KT; Edendale 124KT; Wimbledon 122KT; Annesley 109KT and Streatham 100 KT, including the farms within this boundary; and
 - (ii) any other water resource situated outside the area described in (c) (i) above, which water resource and accompanying area the Department of Water Affairs and Forestry or the responsible authority may require the Association to control,

which is situated in the Water Management Area Number 4 in the Northern and Mpumalanga Provinces; and

- (d) the constitution of the Lebalelo Water User Association has been approved.

R. KASRILS

Minister of Water Affairs and Forestry

No. 89

1 February 2002

**STIGTING VAN DIE LEBALELO WATERGEBRUIKERSVERENIGING, DISTRIKTE VAN LETABA EN LYDENBURG,
IN DIE NOORDELIKE EN MPUMALANGA PROVINSIES, WATERBESTUURSAREA NOMMER 4**

Ek, Ronald Kasrils, Minister van Waterwese en Bosbou, verklaar hiermee kragtens artikel 92 (1) van die Nasionale Waterwet, 1998 (Wet No. 36 van 1998), dat—

- (a) die Lebalelo Watergebruikersvereniging gestig is;
- (b) die Vereniging as die Lebalelo Watergebruikersvereniging bekend sal staan;
- (c) die bedryfsgebied van die Lebalelo Watergebruikersvereniging alle eiendomme insluit ten opsigte waarvan enige persoon kragtens artikel 22 (1) van die Wet die gebruikreg het op water (oppervlak- en ondergrondse water) vanuit—
 - (i) die grootmaatwatervoorzieningskema by wyse waarvan rouwater onttrek word vanuit waterwerke op die Ollifantsrivier, op die regteroewer van die genoemde rivier en versprei word na en insluitende die plase Havercroft 99KT; Lucerne 84KT; Geneva 85KT; Stellenbosch 91KT; Stavenhagen 92KT; Roodekrans 94KT; Moeljelijk 412KS; Zwartkoppies 413KS; Paschas Kraal 468KS; Waterkop 118KT; Twickenham 114KT; Hackney 116KT; Dejata 249KT; Fernkloof 539KS; De Kom 252KT; Zwemkloof 283KT; Garatouw 282KT; Maandagshoek 254KT; Hendriksplaats 281KT; Apiesboomen 295KT; Steelpoortedrift 296KT; Bothashoek 276KT; Rooiboklaagte 259KT; Koedoeskraal 123KT; Edendale 124KT; Wimbledon 122KT; Annesley 109KT en Streatham 100KT, wat die grens vorm, insluitende die plase binne hierdie grens; en
 - (ii) enige ander waterbron geleë buite die gebied in paragraaf (c) (i) beskryf, welke waterbron en gepaardgaande gebied deur die Departement van Waterwese en Bosbou of deur 'n verantwoordelike gesag vereis mag word om deur die Vereniging beheer te word,

wat in die Waterbestuursarea Nommer 4 in die Noordelike en Mpumalanga provinsies geleë is; en

- (d) die grondwet van die Lebalelo Watergebruikersvereniging goedgekeur is.

R. KASRILS

Minister van Waterwese en Bosbou

DEPARTMENT OF WATER AFFAIRS AND FORESTRY
DEPARTEMENT VAN WATERWESE EN BOSBOU

No. 1110

18 November 2005

LEBALELO WATER USER ASSOCIATION, DISTRICTS OF LETABA AND
LYDENBURG, NORTHERN AND MPUMALANGA PROVINCES:
AMENDMENT OF AREA OF OPERATION AND CONSTITUTION

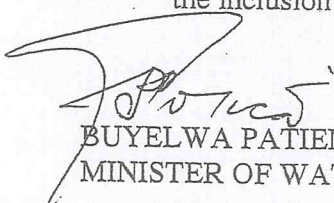
I, Buyelwa Patience Sonjica, Minister of Water Affairs and Forestry, hereby in terms of section 92 (1) (b) of the National Water Act, 1998 (Act 36 of 1998) declare that –

- (a) the area of operation of the Lebalelo Water User Association, as described in Government Notice No. 89 of 1 February 2002, has been extended by the inclusion of the following properties in respect of which any person is entitled to use water (surface and groundwater) by virtue of entitlements in terms of section 22 (1) of the National Water Act, 1998, from the bulk water supply scheme as described in the said Government Notice, or any extension thereof:

Onverwacht 292 KT;
Doornbosch 294 KT;
Winterveld 293 KT;
Goudmyn 337 KT;
Grootboom 336 KT;
Annex Grootboom 335 KT;
Spitskop 333 KT;
Kennedy's Vale 361 KT;
Tweefontein 360 KT;
Dwarsrivier 372 KT;
Richmond 370 KT;
Thorncliffe 374 KT;
Der Brochen 7 JT;
Booyesdal 43 JT;
Mareesburg 8 JT;
St. George 2 JT;
Helena 6 JT; and
De Grooteboom 373 KT,

which is situated in Water Management Area Number 4 in the Northern and Mpumalanga Provinces; and

- (b) the constitution of the Lebalelo Water User Association has been amended by the inclusion of the properties mentioned in paragraph (a) above.



BUYELWA PATIENCE SONJICA
MINISTER OF WATER AFFAIRS AND FORESTRY