

ORIGINAL

1

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No: 26302 / 21

In the application between:

BALJU CENTURION DOS
9130 CENTURION 0046
2021 -05- 26
TEL: 012 653 8203/09
SHERIFF CENTURION EAST

MAUTLA, LESEDI DIKELEDI
(IDENTITY NUMBER 020125 0563 081)

FIRST APPLICANT

STEYN, ANTOINETTE ELIZABETH BIANCA STEYN
(IDENTITY NUMBER 890516 0176 089)

SECOND APPLICANT

DIPPENAAR, GERMARI
(IDENTITY NUMBER 840829 0078 085)

THIRD APPLICANT

STRUASS, JOHANNES CHRISTOFFEL
(IDENTITY NUMBER 730621 5256 086)

FOURTH APPLICANT

SILUMA, NOMTHANDAZO ELIZABETH
(IDENTITY NUMBER 851212 0785 080)

FIFTH APPLICANT

KUBOKO, SINOVUYO
(IDENTITY NUMBER 991009 0813 080)

SIXTH APPLICANT

RADEBE, NONHLANHLA CECILIA
(IDENTITY NUMBER 830517 0807 080)

SEVENTH APPLICANT

And

REGISTRAR OF THE HIGH COURT OF SOUTH AFRICA GAUTENG DIVISION, PRETORIA
PRIVATE BAG 111111 GAK X57 PRETORIA
2021 -05- 26
Z. MANANA REGISTRAR'S CLERK
GRIFFIER VAN DIE HOE HOF VAN SUID-AFRIKA, GAUTENG AFDELING, PRETORIA

THE ROAD ACCIDENT FUND

FIRST RESPONDENT

THE MINISTER OF TRANSPORT

SECOND RESPONDENT

**MS T MSIBI IN HER CAPACITY AS THE CHAIR OF
THE BOARD OF THE ROAD ACCIDENT FUND**

THIRD RESPONDENT

**MR COLINS LETSOALO
CHIEF EXECUTIVE OFFICER, ROAD ACCIDENT
FUND**

FOURTH RESPONDENT

THE LEGAL PRACTICE COUNCIL

FIFTH RESPONDENT

NOTICE OF MOTION

TAKE NOTICE THAT the applicant intends to bring an urgent application in the above Honourable Court on **15 June 2021** at **10h00** or so soon thereafter as the matter may be heard for an order in the following terms:

1. Dispensing with the forms, service and time periods prescribed in terms of the Uniform Rules of Court, and directing that the matter be heard as one of urgency in terms of Rule 6(12) of the Uniform Rules of Court.
2. The first respondent is interdicted and restrained from implementing the Management Directive titled *"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"*, dated 8 March 2021, and any directives or instructions issued in terms thereof.
3. The first respondent is further interdicted and restrained from refusing, declining and/or rejecting the delivery and/or lodgement of claims for compensation as envisaged in terms of the Road Accident Fund Act 56 of 1997, and the Regulations published in terms thereof, due to any claims non-compliance with the Management Directive titled *"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"* and any directives or instructions issued in terms thereof.

4. The first respondent is ordered to seize forthwith from enforcing the Management Directive titled *"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"* and any directives or instructions issued in terms thereof as a peremptory requirement for the lodgement of any claim with the Road Accident Fund.
5. The relief granted in terms of paragraphs 2 to 4 above will operate as an interim interdict with immediate effect pending the institution and finalisation of an application to review and set aside the Management Directive titled *"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"*. The review application is to be instituted within 10 days from the date of this order.
6. That the first respondent be ordered to pay the costs of this application, alternatively that the first respondent together with any further respondents who may elect to oppose the relief applied for herein be ordered to pay the costs of this application.
7. Further and/or alternative relief.

FURTHER TAKE NOTICE THAT the founding affidavit of **JEAN-PAUL RUDD** attached hereto, together with annexures thereto, will be used in support of this application.

FURTHER TAKE NOTICE THAT the applicants hereby appoint **ADAMS & ADAMS** of the address stated below, at which address the applicants will accept notice and service of all further process in these proceedings.

BE PLEASED TO TAKE FURTHER NOTICE THAT if you intend opposing this application you are required:

- ☐ (a) To notify the applicants' attorneys in writing of your intention to oppose on or before **Thursday, 27 May 2021;**
- (b) To appoint in your notification of intention to oppose to appoint an address as referred to in rule 6(5)(b) at which you will accept service of all documents in these proceedings.
- (c) To file an answering affidavit if any on or before **Friday, 4 June 2021.**

☐ **KINDLY PLACE THIS MATTER ON THE ROLL FOR HEARING ACCORDINGLY.**

DATED AT PRETORIA ON THIS THE 25TH DAY OF MAY 2021.

(SIGNED) JEAN-PAUL RUDD
 ADAMS & ADAMS
 ATTORNEYS FOR APPLICANTS
 LYNNWOOD BRIDGE OFFICE PARK
 4 DAVENTRY ROAD
 LYNNWOOD RIDGE
 PRETORIA

REF: JPR/PERSONAL INJURY DEPARTMENT

TO: **THE REGISTRAR OF THE ABOVE HONOURABLE COURT**
 PRETORIA

AND TO: **THE ROAD ACCIDENT FUND**
 FIRST RESPONDENT
 2 ECO GLADES OFFICE PARK
 420 WITCH-HAZEL AVENUE
 CENTURION

AND TO: **THE MINISTER OF TRANSPORT**
 SECOND RESPONDENT
 159 STRUBEN STREET
 FORUM BUILDING
 PRETORIA
 C/O THE STATE ATTORNEY
 PRETORIA
 316 THABO SEHUME STREET
 PRETORIA CENTRAL
 PRETORIA

AND TO: **MS T MBSIBI IN HER CAPACITY AS THE CHAIR OF THE BOARD OF**
THE ROAD ACCIDENT FUND
 THIRD RESPONDENT
 2 ECO GLADES OFFICE PARK
 420 WITCH-HAZEL AVENUE
 CENTURION

MINISTER OF TRANSPORT
RECEIVED BY: <i>Kopano Lemme</i>
2021-05-25
SIGN: <i>[Signature]</i>
STATE ATTORNEY
PRETORIA
RECEPTION
2021-05-26 15h44
PRIVATE BAG/PRIVAATSAK X91 (7) PRETORIA 0001
STAATSPROKUREUR

AND TO: **MR COLINS LETSOALO**
CHIEF EXECUTIVE OFFICER
ROAD ACCIDENT FUND
FOURTH RESPONDENT
2 ECO GLADES OFFICE PARK
420 WITCH-HAZEL AVENUE
CENTURION

AND TO: **THE LEGAL PRACTICE COUNCIL**
BUILDING 20,
THORNHILL OFFICE PARK
94 BEKKER ROAD
VORNA VALLEY
MIDRAND
info@lpc.org.za

LEGAL PRACTICE COUNCIL

2021-05-25

**GAUTENG PROVINCIAL
OFFICE**

**In the High Court of South Africa
Gauteng division, Pretoria**

In the matter between:
MAUTLA LESEDI DIKELEDI
and:
THE ROAD ACCIDENT FUND

Case No – Saak No

NO CASE NUMBER

Applicant

1st Respondent



Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on the this 26th day of May 2021 at 11:23 at 2 ECO GLADES OFFICE PARK, 420 WITCH HAZEL AVENUE, CENTURION being the main place of business of THE ROAD ACCIDENT FUND, a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT was served upon AUBREY MOLEPO, ADMINISTRATOR, after the original document was displayed and the nature and contents thereof explained to him. AUBREY MOLEPO, ADMINISTRATOR a person apparently not less than sixteen years of age and in the employ accepted service. Rule 4(1)(a) (v).

The original return together with the original abovementioned process is dispatched to the mandator.

Original
Oorspronklik

Sheriff Fees Baljugelede	Date Datum	26.05.2021	Tax Invoice Number Belastingfaktuur Nr.	I 118468			
Description.....	Qty	Vat	Amount	Description.....	Qty	Vat	Amount
REG Registration	1	1.65	11.00	VAT / BTW 15%			273.90
RET Return	1	6.38	42.50				
LET Letter	1	2.85	19.00				
TRAV Travelling	10	9.00	60.00				
COL Collection of Document	1	1.50	10.00				
SER Service	1	10.58	70.50				
Email Correspondence	1	2.85	19.00				
URG Urgent Service	1	225.00	1500.00				
ATEL Telephone - actual cost	5	3.00	20.00				
TEL Telephone	2	5.40	36.00				
EMAIL Emails send and receiv	2	5.70	38.00				
VAT Reg No. BTW Reg Nr.	4950279382	Excludes errors and omissions. Further costs may be charged. You may require this account to be taxed and vouched. Foutle en weglatings uitgesluit. Verdere kosles mag gehief word. U kan vereis dat hierdie rekening getakseer en gestaaf word.		Total Totaal	2099.90	K Ngobeni - Urgent Deputy Sheriff MRS SE DHLAMINI Sheriff - Balju Centurion East / Oos P O Box 9130 Centurion 0046 DX 16 Centurion Tel: 012 653 8203 / 9 Accounts: accounts@sheriffcenturioneast.co.za Fixed Property: admin@sheriffcenturioneast.co.za Enquiries: enquiries@sheriffcenturioneast.co.za Movables: movables@sheriffcenturioneast.co.za Payments - Betalings Sheriff Centurion East FNB BrNo 250655 AccNo: 627 1044 6304	
ADAMS & ADAMS INGELYF (PTA) DX *****COLLECTION*****				Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 216879/Theresa/1		31069 VatReg 4320111463 JPR/PERSONAL INJURY 	
Registrar: Gauteng division, Pretor							

In the High Court of South Africa
Gauteng division, Pretoria

In the matter between:

MAUTLA LESEDI DIKELEDI

and:

MS T MSIBI IN HER CAPACITY AS THE CHAIR OF THE ROAD ACCIDENT FUND

Case No – Saak No

NO CASE NUMBER

Applicant

3rd Respondent

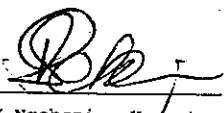

Return in accordance with the provisions of the Supreme Court Act 10 of 2013, as amended

It is hereby certified:

That on the this 26th day of May 2021 at 11:23 at 2 ECO GLADES OFFICE PARK, 420 WITCH HAZEL AVENUE, CENTURION being the place of business of MRS T MSIBI, and during her temporary absence a copy of the NOTICE OF MOTION, FOUNDING AFFIDAVIT was served upon AUBREY MOLEPO, ADMINISTRATOR, a person apparently not less than sixteen years of age and apparently in charge there, after the original document was displayed and the nature and contents thereof was explained to him. Rule 4(1)(a)(ii).

The original return together with the original abovementioned process is dispatched to the mandator.

Original
Oorspronklik

Sheriff Fees Baljugelede	Date Datum	26.05.2021	Tax Invoice Number Belastingfaktuur Nr.	I 118469	 K Ngobeni - Urgent Deputy Sheriff MRS SE DHLAMINI Sheriff – Balju Centurion East / Oos P O Box 9130 Centurion 0046 DX 16 Centurion Tel: 012 653 8203 / 9 Accounts: accounts@sheriffcenturioneast.co.za Fixed Property: admin@sheriffcenturioneast.co.za Enquiries: enquiries@sheriffcenturioneast.co.za Movables: movables@sheriffcenturioneast.co.za Payments - Betalings Sheriff Centurion East FNB BrNo 250655 AccNo: 627 1044 6304	
			Description..... Qty	Vat		Amount
			RET Return	1	6.38 42.50	
			SER Service	1	10.58 70.50	
			Email Correspondence	1	2.85 19.00	
			VAT / BTW 15%		19.80	
VAT Reg No: BTW Reg Nr.	4950279382	Excludes errors and omissions. Further costs may be charged. You may require this account to be taxed and vouched. Foutle en weglatings uitgesluit. Verdere kostes mag gehief word. U kan vereis dat hierdie rekening getakseer en gestaaf word.			Total Totaal	151.80
ADAMS & ADAMS INGELYF (PTA) DX *****COLLECTION*****			Account No. ♦ Rekening Nr. Your Reference ♦ U Verwysing My Reference ♦ My Verwysing Ret: 216878/Theresa/1		31069 VatReg 4320111463 JPR/PERSONAL INJURY 	
Registrar: Gauteng division, Pretor						

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No: 2021/26302

In the application between:

MAUTLA, LESEDI DIKELEDI
(IDENTITY NUMBER 020125 0663 081)

FIRST APPLICANT

STEYN, ANTIONETTE ELIZABETH BIANCA STEYN

SECOND APPLICANT

DIPPENAAR, GERMARI
(IDENTITY NUMBER 840829 0078 085)

THIRD APPLICANT

STRAUSS, JOHANNES CHRISTOFFEL
(IDENTITY NUMBER 730621 5256 086)

FOURTH APPLICANT

SILUMA, NOMTHANDAZO ELIZABETH
(IDENTITY NUMBER 860212 0785 080)

FIFTH APPLICANT

KUBOKO, SINOVUYO
(IDENTITY NUMBER 991009 0818 080)

SIXTH APPLICANT

RADEBE, NONHLANHLA CECILIA
(IDENTITY NUMBER 830517 0807 080)

SEVENTH APPLICANT

And

THE ROAD ACCIDENT FUND

FIRST RESPONDENT

THE MINISTER OF TRANSPORT

SECOND RESPONDENT

**MS T MSIBI IN HER CAPACITY AS THE CHAIR OF
THE BOARD OF THE ROAD ACCIDENT FUND**

THIRD RESPONDENT

**MR COLINS LETSOALO
CHIEF EXECUTIVE OFFICER, ROAD ACCIDENT
FUND**

FOURTH RESPONDENT

THE LEGAL PRACTICE COUNCIL

FIFTH RESPONDENT

 Jm

FOUNDING AFFIDAVIT

I, the undersigned

JEAN-PAUL RUDD

do hereby make oath and say:

1. I am a major male and an admitted attorney of the High Court practicing under the name and style of Adams & Adams, Lynnwood Bridge Office Park, 4 Daventry Road, Lynnwood Bridge, Pretoria.
2. The content of this affidavit falls within my personal knowledge, save where the contrary appears from the context thereof, and are, to the best of my belief, both true and correct.
3. I confirm that Adams & Adams is the duly appointed attorneys of record for the applicants and is mandated to act on behalf of the applicants herein. I depose to this affidavit in my capacity as a partner of Adams & Adams, the applicants' attorneys of record.

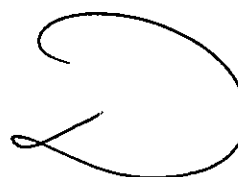


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4. I annex hereto copies of each of the applicants' "*SPECIAL POWER OF ATTORNEY*" granted to Adams & Adams marked as Annexures "**FA1.1**" to "**FA1.7**".

5. **THE APPLICANTS**

- 5.1. The first applicant is **LESEDI DIKELEDI MAUTLA** (Identity Number 020125 0563 081), a major female born on 25 January 2002 and who resides at 605 Prudence Flats, 125 Gerhard Moerdyk Street, Sunnyside, Pretoria.
- 5.2. The second applicant is **ANTOINETTE ELIZABETH BIANCA STEYN** (Identity Number 890516 0176 089) a major female who acts herein in her personal and representative capacity as the mother and natural guardian of her minor son, JACOBUS JOHANNES STEYN, and who resides at 738 Hanny Street, Pretoria Tuine, Pretoria, Gauteng Province.
- 5.3. The third applicant is **GERMARI DIPPENAAR** (Identity Number 840829 0078 085) an adult female Warranty Administrator who resides at 408 Kock Street, Rustenburg, North West Province.
- 5.4. The fourth applicant is **JOHANNES CHRISTOFFEL STRUASS** (Identity Number 730621 5256 086) an adult male Foreman who resides at 408 Kock Street, Rustenburg, North West Province.



5.5. The fifth applicant is **NOMTHANDAZO ELIZABETH SILUMA** (Identity Number 851212 0785 080) an adult female who resides at Avianto, Plot 69, R114, Driefontein Road, Muldersdrift, Krugersdorp, Gauteng Province.

5.6. The sixth applicant is **SINOVUYO KUBOKO** (Identity Number 991009 0818 080) an adult female who resides at 48 Didiza Street, Motherwell, Eastern Cape.

5.7. The seventh applicant is **NONHLANHLA CECILIA RADEBE** (Identity Number 830517 0807 080) who resides at 6702 Petlele Crescent, Ratanala Extension 26, Heidelberg, Gauteng Province.

6. The applicants have the constitutional right to submit and/or lodge their claims for compensation in terms of the *Road Accident Fund Act 56 of 1996* (RAF Act). The applicants' claims arise from the unlawful and negligent driving of a motor vehicle, resulting in injury to the applicants and / or claimants. Consequently, in this application, the applicants are acting in their personal interest as persons seeking to enforce their statutory right to lodge their claims for compensation under the RAF Act.

7. As will be discussed below, the first, second and fourth respondents' conduct has infringed the applicants' right to social justice and fair administrative action. This application raises legal issues of public significance, and the relief sought in this application is not only limited to the applicants' direct interest. It aims to protect



all persons in a similar position to the applicants who wish to lodge claims per the provisions of the RAF Act. Therefore, this application vindicates the applicants' direct and personal interest arising from their claims and aims to protect the public interest.

8. The applicants right to hold the common law wrongdoers liable for the damage suffered as a result of motor vehicle accidents has been abolished. The only way in which the applicants and all other victims of motor vehicle accidents can obtain redress and compensation for their loss is by lodging their claims for compensation with the Fund.

THE RESPONDENTS

9. The first respondent is **THE ROAD ACCIDENT FUND**, a juristic entity established in terms of section 2(1) of the Road Accident Fund Act (Act 56 of 1996) ("the Act"). Its principal place of business is situated at 2 Eco Glades Office Park, 420 Witch-hazel Avenue, Centurion, Pretoria (hereinafter referred to as the "*the RAF*" and/or "*the Fund*").
10. The second respondent is **THE MINISTER OF TRANSPORT**, who is cited herein in his official and representative capacity as the responsible Member of the Executive and Political Head of the Department of Transport with office at 159



Struben Street, Forum Building, Pretoria C/o the State Attorney, Pretoria, 316
Thabo Sehume Street, Pretoria Central, Pretoria.

11. The third respondent is the **CHAIRPERSON OF THE ROAD ACCIDENT FUND BOARD** cited herein in her official capacity. The third respondent is the Chairperson of the Road Accident Fund Board that is established in terms of section 10 of the Road Accident Fund Act 56 of 1996 with principal place of employment at 2 Eco Glades Office Park, 420 Witch-hazel Avenue, Centurion, Pretoria.

12. The fourth respondent is the **CHIEF EXECUTIVE OFFICER** of the Road Accident Fund, cited herein in his official capacity. The fourth respondent is appointed by the Minister of Transport per section 12 of the Road Accident Fund Act 56 of 1996 with principal place of employment at 2 Eco Glades Office Park, 420 Witch-hazel Avenue, Centurion, Pretoria.

13.

13.1. The fifth respondent is **THE LEGAL PRACTICE COUNCIL**, a statutory body established in terms of section 4 of the Legal Practice Act (Act 28 of 2014). The Legal Practice Council and its Provincial Councils regulate the affairs of and exercise jurisdiction over all legal practitioners (attorneys and advocates). The



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Legal Practice Council has its National office at Building 20, Thornhill Office Park, 94 Bekker Road, Vorna Valley, Midrand, with email address info@lpc.org.za.

13.2. I will cause a copy of this application to be served on the Legal Practice Council ("LPC") and request that it disseminates this application amongst all its members who are practising attorneys so that this application comes to their knowledge and attention. The applicants do not cite the firms of attorneys who are members of the LPC or their clients who have or may wish to lodge claims with the RAF.

13.3. Apart from the aforesaid, no relief is sought against the LPC.

14. For ease of reference, in this affidavit, I will refer to the first respondent as the "RAF" or the "Fund", second respondent as the "Minister", third respondent as the "RAF Chairperson", fourth respondent as the "CEO" and the fifth respondent as the "LPC". The applicants do not seek relief against the second and fifth respondents, who are cited herein as parties that may have a direct and substantial interest in this application and its outcome.

PURPOSE OF APPLICATION

15. This is an urgent application for an interim interdict to stay the implementation of the management directive titled "1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF" (hereinafter



referred to as "*the Management Directive*") by the Fund. In this regard, the applicants seek an order:

- 15.1. Interdicting and restraining the Fund from refusing to accept the delivery of claims for compensation per the provisions of section 24(1)(b) of the RAF Act based on non-compliance with the Management Directive.
- 15.2. That the Fund's rights are reserved in respect of claims lodged in accordance with the Act and Regulations promulgated in terms thereof.
16. The interim interdict is sought pending the institution and finalisation of an application for the review and setting aside of the Management Directive issued by the CEO of the RAF Fund. The review will be instituted in terms of the *Promotion of Administrative Justice Act 3 of 2000 (PAJA)* and/or the principle of legality.
17. The importance and detrimental impact of the unlawful Management Directive issued by the CEO of the Fund on persons wishing to claim compensation per the provisions of the RAF Act and its Regulations cannot be overstated. Presently, the Fund is refusing to accept the submission of claims that fail to comply with the CEO's Management Directive provisions. As in this case (and others discussed below), this severely impacts all persons whose claims are on the verge of prescribing. To avoid the prescription of their claims, the applicants



SPN

have no alternative but to institute this application to compel the Fund to accept the lodgement of their claims.

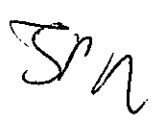

18. Considering the aforesaid, I digress to mention that in order to protect and respect the bodily integrity of persons involved in motor vehicle accidents, the State created a statutory right to compensation in the event of bodily injury or death arising from a motor vehicle collision. The RAF scheme arose out of the social responsibility of the State. The principal object of the RAF Act is to alleviate the plight of victims rendered vulnerable by motor vehicle accidents. The RAF Act provides a social security measure that assists the State in fulfilling its constitutional duty to protect the social security of road accident victims. The RAF Act, therefore, gives effect to the social security envisaged by the Constitution of South Africa.
19. The RAF Act is meant to establish a compensation regime directed at ensuring that the Fund is inclusive, sustainable, and capable of meeting its constitutional obligations towards victims of motor vehicle accidents. As shown below, the Fund now seeks to disregard its statutory duties and responsibilities by imposing unlawful restrictions on persons wishing to exercise their constitutional right to claim compensation per the provisions of the RAF Act. The peremptory manner in which the Fund enforces the Management Directive has on a practical level direct and dramatic consequences upon the ability of victims of motor vehicle accidents to lodge claims with the Fund.

A large, stylized handwritten signature, possibly 'D', followed by the initials 'SM'.

20. By way of introduction, section 24(1)(a) of the RAF Act provides that a claimant's form must be set out in the prescribed claim form. I respectfully emphasise that courts have held the provisions of section 24 (1)(a) and (4) of the RAF Act to be directory and not peremptory. Only substantial compliance is required. The CEO's Management Directive effectively alters this position and abolishes the established principle of substantial compliance. It elevates section 24(1) and (4) of the RAF Act from directory to peremptory. The Management Directive further adds additional requirements for the valid submission of a claim not envisaged by section 24(1) and (4) of the RAF Act. The implications of the aforesaid will be dealt with in more detail below.

STRUCTURE OF AFFIDAVIT


21. The applicants are obligated to explicitly set out the facts and circumstances that establish urgency and further justify the deviation from the rules and forms relating to service. In this regard, I confirm that urgency is dealt with in paragraphs 35 and 81 to 89 below. At outset, it is respectfully submitted that the applicants and other victims of motor collisions will not obtain substantial redress should this application be heard in the normal course. This application is further not brought on the basis of extreme urgency, as catergorised in this Honourable Courts Practice Directive. The application is, however, urgent.



22. The nature, impact and importance of the issues and disputes raised in this application is deserving of a full and proper ventilation. Having regard to the nature of the RAF and its administrative functions, delays may be occasioned because of the need to consult and gather information to possibly oppose the relief sought herein. The applicants have therefore afforded the respondents sufficient time to oppose the application. As discussed below, I do not doubt that the number of urgent applications instituted by claimants, because of the RAF's implementation of the Management Directive, will continue to grow.

23. However, to provide the necessary context for the discussion of urgency, I first provide a chronological summary of the factual background leading to the institution of this application. In the summation, I will address the developments surrounding our attempts to lodge the applicants' claims and the refusal of the Fund to accept the applicants' claims. For this application, and the review application to follow, I respectfully contend that the merits of the applicants' claims are not relevant.

24. The Fund does not refuse claims for lack of substantial compliance with section 24(1)(a) and (4) of the RAF Act. Instead, the Fund's decision to refuse the delivery of claims was exclusively based on the alleged non-compliance with the Management Directive. This distinction is essential. The discretionary question of substantial compliance never formed part of the Fund's decision because the Fund considers the Management Directive to be absolute and peremptory.



SPH

25. Second, I discuss the nature and content of the Management Directive. Third, I will address the relevant provisions of the RAF Act. I will focus on the powers and functions of the Chairperson and CEO and the requirements of the RAF Act that regulate the submission of claims. This section is an introduction to the discussion of the lawfulness and validity of the Management Directive that follows.
26. Lastly, I will address the requirement of urgency and the grounds of review that serve to establish the applicants' prima facie right to the relief sought and the substantive requirements for the interim interdictory relief sought in this application.

FACTUAL BACKGROUND

27. The first applicant, by way of example, was involved in a motor vehicle accident on or about 6 June 2017 at the intersection of Francis Baard and Eastwoods Streets, Acadia, Pretoria. The first applicant was travelling as a passenger when an oncoming motor vehicle ignored the red traffic light and collided with the rear end of the vehicle in which she was travelling. As a result, the driver of the motor vehicle in which the first applicant was a passenger lost control and collided with a tree, and the first applicant sustained injuries.
28. As mentioned at the outset, the first applicant gave Adams & Adams special power of attorney to submit and prosecute her claim for compensation in terms

of the RAF Act. A copy of the special power of attorney, dated 9 November 2020, is attached hereto as Annexure "FA1.1". Per the mandate, we proceeded to investigate and take the necessary steps to obtain the required documentation to submit the first applicant's claim to the Fund.

29. With reference to the existing administrative and logistical restrictions imposed by the COVID-19 pandemic, obtaining the required documentation from the South African Police Service and Hospital to submit a claim that substantially complied with the requirements of section 24 of the RAF Act takes time and great persistence on the part attorneys. We and our clients are reliant on state institutions, hospitals and the Police to supply information and supporting documentation. The resources of these institutions are already stretched to breaking point. The supply of information and documents by for example hospitals and the Police is not their primary function. Obtaining timeously all of the documents now demanded by the Management Directive is beyond the control of the victims of motor vehicle accidents and their attorneys.

ATTEMPT TO SUBMIT FIRST APPLICANT'S CLAIM

30. Per our instructions and mandate as duly appointed attorneys for the first applicant, on or about 11 May 2021, Clifford Sibanyoni (an employee of Adams and Adams employed in the position of a driver) attended the offices of the RAF



to submit the first applicant's claim per hand in terms of section 24(1)(b) of the RAF Act. Attached to the lodgement letter were the following documents:

- 30.1. Duly completed RAF 1 claim form;
- 30.2. Tshwane District Hospital records;
- 30.3. School reports from Cornerstone College for the school years 2017 to term 1, 2021;
- 30.4. Birth certificate: LD Mautla
- 30.5. Affidavit: LD Mautla;
- 30.6. Accident report;
- 30.7. Consent;
- 30.8. Special Power of Attorney; and
- 30.9. Cession Agreement.

A large, stylized handwritten signature, possibly 'D', is written in black ink. To its right, the initials 'SM' are written in a similar handwritten style.

31. I attach a copy of the lodgement letter, dated 11 May 2021, as Annexure "FA2".
I further attach copies of the claim documents as Annexure "FA3".

32. At the offices of the Fund, Mr Clifford Sibanyoni was informed that the Fund would not accept the lodgement letter and claim documents as it did not comply with the Management Directive. A copy of the confirmatory affidavit by Mr Clifford Sibanyoni is attached as Annexure "FA4".

33. On or about 12 May 2021, the Fund proceeded to issue a notice in which it acknowledged receipt of the lodgement letter and claim documents. For ease of reference, the following extract from the notice is provided:

"2. On the 08th of March 2021 the RAF, acting in terms of section 4(1)(a) of the Act, published a directive approved by the Board which sets of the list of compulsory minimum documents required for the effective administration of claims and payment of compensation as contemplated in section 3 of the Act.

"3. In addition to paragraph 2 above, we further wish to draw your attention to section 24(4)(a) of the Act which provides that 'any form referred to in this section which is not completed in all its particulars shall not be acceptable under this Act'.

4. We object to the validity of the claim in terms of section 24(a)(a) of the Act on the following basis:



4.1. *Please refer to the attached completed checklist for the outstanding compulsory documents. The items that have not been elected constitute outstanding documents which render your claim not acceptable for the purposes of a validly lodged claim*

5. *Kindly take note that as a result of the non-compliance with the Act and the Directive issued by the RAF, prescription has not been interrupted."*

34. A copy of the notice is attached hereto as Annexure "FA5". The notice alleges that the consent for the Fund to inspect the hospital and medical records and docket and sketch plan were not included. A perusal of the attached claim documents serves to confirm that this is not the case. I must emphasise that the Police does not open an investigation docket in respect of each and every motor vehicle collision. In many, if not in most instances the only available Police record is the "Accident Report (AR) Form". It is impossible to supply a docket and sketch plan in all claims. Nevertheless, on 14 May 2021, we proceeded to submit the first applicant's claim *via* registered post in the hope of securing the first applicant's rights. A copy of the lodgement letter and registered post slip is attached hereto as Annexure "FA6". No further notice has been received from the Fund in response to the claim lodged *via* registered post.



35. The claims of the second to seventh respondents are the subject of the same fate. The Fund refuses to accept their claims and/or purportedly objects to the validity of the claims in terms of section 24(4)(a) of the Act.
36. Concerning the requirement of urgency, it is respectfully contended that an unknown number of claimants' claims prescribe on a daily basis due to the alleged non-compliance with the Management Directive. It should, therefore, not be in dispute that if this application is heard in the normal course, the applicants will not be able to obtain substantial redress as their claims, and the claims of many other claimants in their position will have prescribed by the time this application was heard.

THE MANAGEMENT DIRECTIVE

37. On or about 8 March 2021, the Chief Executive Officer (fourth respondent) and the Chair of the Board (third respondent) issued a document headed "*Management Directive*" with the reference "*1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF*" ("*the Management Directive*"). For ease of reference, the following extract from the directive is provided



"Section 4(1)(a) of the Act provides that the Powers and Functions of the Fund shall include the stipulation of the terms and conditions upon which



claims for the compensation contemplated in section 3, shall be administered.

In order to enable RAF to effectively and efficiently administer claims, and in addition to the documentations required in terms of the Act to ensure that a valid claim is lodged which substantially complies with the Act, the following documents must be included and form part of the claim(s) supporting documents when submitting to the RAF for lodgement:" (my emphasis)

38. The Directive further states that the documents listed must be attached to all claims submitted to the RAF, effective 1 April 2021. A copy of the Management Directive is annexed hereto marked as Annexure "FA7".
39. The Management Directive was not proceeded by any form of public participation. In this regard, it should not be in dispute that the Management Directive materially and adversely affects the rights of members of the public wishing to submit claims for compensation to the RAF. A form of public participation before the issue of the directive would have been fair in the circumstances, having regard to the far-reaching implications of the Management Directive for attorneys acting on behalf of claimants, as well as claimants submitting their claims directly to the RAF (direct claims).
40. To my knowledge, the RAF did not embark on a notice-and-comment procedure before the issue of the Management Directive on 8 March 2021 or any other form

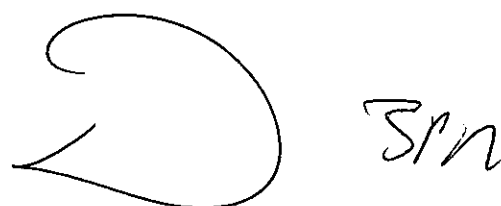



of public participation. The Management Directive was not accompanied by an explanatory memorandum or any further directions. As is the case for the applicant discussed above, the Management Directive poses serious concerns for attorneys wishing to submit claims on the verge of prescribing.

41. The prejudice is even more pronounced for direct claimants (*those claimants not represented by attorneys*) whose claims are about to prescribe. The Management Directive effectively leaves no room for accepting substantially compliant claims to avoid prescription. The prejudice to direct claimants is primarily occasioned by the lack of assistance provided by the RAF to direct claimants.
42. This again underscores why urgent interim relief should be granted pending finalisation of a review application. The purpose should be to restore the *status quo ante* that prevailed for many years before the issuing of the Management Directive.

COMPLAINTS AND URGENT APPLICATIONS

43. I understand that the problems regarding the implementation of the Management Directive started to escalate in May 2021. I have communicated with other practitioners who have informed me that their clients have suffered the same fate. The RAF's refusal to accept the lodgement of claims for want of compliance with

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the Management Directive resulted in various urgent applications. To the best of my knowledge, this Honourable Court granted the following urgent court orders:

43.1. Case number 22142/2021 in the matter between Paul Nel and the Road Accident Fund in which the Honourable Lady Justice Neukircher granted an order on 7 May 2021.

43.2. Case number 23223/2021 in the matter between Neo Eva Mashilo and the Road Accident Fund in which an order was granted by His Lordship Mr Justice Nkosi on 12 May 2021.

43.3. Case number 23943/2021 in the matter between H T Makita and the Road Accident Fund in which the Honourable Justice Mbongwe granted an order on 19 May 2021.

44. In all three of the urgent applications, the court found substantially in favour of the applicants in holding that the matters are urgent; ordering the RAF to accept delivery forthwith of the applicants' documents embodying their claims for compensation under and in terms of the Act and to acknowledge written receipt of same and reserving and preserving the RAF's rights in respect of the claims lodged. The RAF was further ordered to pay the costs of these applications.

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ATTEMPTS TO RESOLVE ISSUES

45. In addition to the rejection of the applicants' claims, the RAF also refused to accept a number of other claims submitted by Adams & Adams on behalf of claimants. In the hope of avoiding unnecessary litigation, I forwarded a letter to the RAF, Chair of the Board, CEO and the Minister of Transport on or about 21 May 2021.

46. In the letter, I confirm that since May 2021, the RAF has rejected the lodgement of claims (which includes the applicants' claims) because the claim documents do not comply with the requirements of the Management Directive. The letter confirms that the RAF officials refuse to accept the lodgement of claims. For ease of reference, the following extract is provided:

"12. The Management Directive is null and void and of no legal binding force in that:

12.1 Only the Minister can regulate and not the Chief Executive Officer or the Board.

12.2. The Management Directive was not published in the Gazette.

12.3. The Board may advise the Minister regarding the management of the claim procedure but cannot unilaterally dictate same. 12.4. The

RAF's CEO and Board's issuing and implementation of the Management Directive is ultra vires.

12.4. The Management Directive is prejudicial in that it unreasonably frustrates and restraints our clients from exercising their constitutional right in seeking compensation

13. We hereby formally request the Chief Executive Officer to immediately withdraw the Management Directive before close of business today and to confirm that the RAF shall indeed regard all claims which substantially comply with the provisions of the Road Accident Fund Act as amended, with regards to the lodgement thereof, as valid in all respects subject to the Road Accident Fund's rights as properly provided for in the Act and Regulations.

14. The RAF's CEO and/or the Chairman of the Board does not have the authority to prescribe requirements regarding the lodgement of claims. By refusing to either accept claims lodged and/or to deny the valid lodging of claims based on non-compliance with the Management Directive, the Road Accident Fund unlawfully infringes upon the claimant's rights to compensation."

47. In paragraph 15 of the letter, it is stated:

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"We place on record that the RAF CEO did not take into consideration the prescription of claims in instances where claimants are not in the possession of the supporting documents listed in the Management Directive and the potential prejudice to prospective claimants in this regard. Even if the RAF's CEO had the authority to unilaterally change the principles regarding substantive compliance, which is denied, one would expect that due notice would have been afforded to claimants regarding the implementation of the Management Directive to enable them to comply with the prescripts thereof."

48. The respondents were requested to provide a written undertaking that the CEO will immediately withdraw the Management Directive before close of business on Friday, 21 May 2021, failing which the Honourable Court will be approached to protect the rights of Adams & Adams' clients, which includes the applicants. No response was received from the respondents by close of business on Friday, 21 May 2021. A copy of the letter is attached as Annexure "FA8".

RAF'S BELATED ATTEMPT TO ASSIST AND COMPLY WITH REQUIREMENT OF PUBLIC PARTICIPATION

49. On or about 21 May 2021, the LPC forwarded an email to legal practitioners with the subject "Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund". The email confirms that the RAF has decided to share further information to clarify the Management Directive. The email includes links to 4 documents, namely a Minimum Information Directive,



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Directive Compulsory Supporting Documents, Claims Lodgement Pre-Assessment Template and a Supplier Process. A copy of the email is attached as Annexure "FA9". I further attach copies of the documents as Annexure "FA10.1" to "FA10.4".

50. Despite the RAF already implementing the Management Directive as discussed above, the External Communication document dated Wednesday, 19 May 2021 provides as follows:

"As per Annexure 1 referred to above, engagements on the implementation of this Directive are ongoing to take our stakeholders with us on this journey. To this end, the Fund, through its Stakeholder Relations Department, will be engaging with all our valued stakeholders face to face or through available virtual platforms.

In an effort to make the lodgement process smoother, we have attached a revised Supplier Process (Annexure 2) and a Claims Lodgement Pre-Assessment Checklist (Annexure 3). Furthermore, we are introducing scheduling of appointments to ensure that bulk lodgements are efficiently and effectively pre-assessed for compliance with all requirements for lodgement.

Lastly and most importantly, this new approach will ensure that as the Fund we continue to execute our constitutional mandate of administering claims in the interest of the claimants through a streamlined and efficient process.




These engagements will therefore mark a key milestone as part of our efforts to transform the Fund and we continue to count on your commitment and involvement as we partner to ensure speedy settlement of claims."

THE CEO'S FORMAL STANCE

51. On Saturday, 22 May 2021, the CEO forwarded an email in response to the letter of Friday, 21 May 2021. The CEO states that the RAF has the power under section 4 of the Act to stipulate the conditions under which compensation is administered. He further alleges that the directive was issued in line with section 4. The CEO further proceeds to record:

- "2. The RAF has the powers to reject any documents that do not meet with these stipulations. The RAF cannot be expected to accept documents that it cannot assess and settle. The practice of dumping RAF with documents and attorneys bringing summons after 120 days on documents that RAF cannot do anything about can no longer be acceptable.*
- 3. It is becoming apparent that these so-called "lodgements of claims" that are not ready to be assessed and settled is for purposes of running a legal bill which RAF must eventually settle, at costs above R6 billion a year. This is unsustainable for RAF which is expected to use efficiently it's very limited resources.*



4. *We have more than 80% of claims already in our system that have no required information or dormant because of this practice. Our merits department has to spend 70% of their time calling attorneys for documents to be submitted. Clearly this is inefficient and unacceptable. We then receive document on the doorstep of the courts to make rushed decisions or incur costs.*
5. *Our team goes thoroughly through these "lodgements" to ensure that they comply with the directive on receipt and reject them if they don't meet with the requirements.*
6. *Adams and Adams clearly has its opinion about this matter. RAF remains adamant that it has powers in terms of Section 4 of the RAF Act that need no Ministerial approval to execute. I will therefore not withdraw the directive.*
7. *Kindly be informed that the court orders you raise in your letter are all under appeal."*

52. From the above, it is clear that the CEO considers himself empowered to issue the Management Directive on behalf of the RAF and that he refuses to withdraw the directive. A copy of the email is attached hereto as Annexure "FA11".



THE RAF ACT: LEGAL PRINCIPLES

53. The RAF Act provides for the establishment of the Road Accident Fund. Section 2 to 16 of the Act are in the main administrative in that they create the machinery by which the Fund is administered. The Board controls, manages and administers the Fund. For this reason, I will first deal with the powers and functions of the Fund, followed by a discussion of the powers and duties of the Board and the CEO.

54. I will lastly deal with the procedural requirements for the submission of a claim. Broadly, section 17 to 25 of the Act is substantive because they prescribe the rules according to which the victims of motor vehicle accidents are compensated.

THE POWER AND FUNCTIONS OF THE RAF

55. The RAF is established to pay compensation under the RAF Act for loss or damage wrongfully caused by the driving of motor vehicles. Section 4 of the Act under the heading "*Powers and Functions of the Fund*" as follows:

"4(1) The powers and functions of the Fund shall include:

(a) The stipulation of the terms and conditions upon which claims for the compensation contemplated in section 3, shall be administered;



(b) *The investigation and settling, subject to this Act of claims arising from loss or damage caused by the driving of a motor vehicle whether or not the identity of the owner or the driver thereof, or the identity of both the owner and the driver thereof, has been established;*

(c) *The management and utilisation of the money of the Fund for purposes connected with or resulting from the exercise of its powers or the performance of its duties; and*

(d) *Procuring reassurance for any risk undertaken by the Fund under the Act ..."*

56. As discussed below, the CEO (fourth respondent) contends that section 4(1)(a) of the RAF Act gives him powers to decide how claims are to be administered, which includes the right to issue Management Directives that restrict the rights of claimants submitting claims. The CEO's contention is wrong in law. Section 12, which deals with the duties and powers of the board, excludes section 4(1)(a) from the CEO's duties and powers. Even if the CEO's contention were to be accepted, it does not absolve the Board or the CEO from exercising the power in an administratively fair manner.

THE BOARD OF THE RAF

57. The Board is established in terms of section 10 of the RAF Act, and section 11 sets out the powers and functions of the Board. The Board consists of the Director-General of Transport, or any other senior officer designated by him or her and at least eight but no more than twelve members appointed by the Minister of Transport (second respondent). The Board of the RAF is empowered to exercise overall authority and control of the finances, operation and management of the RAF. Section 11(1) of the RAF Act provides:

"1) The Board shall, subject to the powers of the Minister, exercise overall authority and control over the financial position, operation and management of the Fund, and may inter alia-

(a) make recommendations to the Minister in respect of-

(i) the annual budget of the Fund;

(ii) any amendment of this Act;

(iii) the entering into an agreement with any institution referred to in section 9;

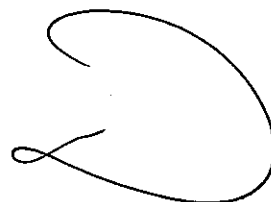
(iv)[Sub-para. (iv) deleted by s. 4 of Act 19 of 2005 (wef 31 July 2006).]

v) any regulation to be made under this Act;

(b) terminate the appointment of any agent and determine the conditions on which such appointment is effected or terminated;

- (c) *approve the appointment, determination of conditions of employment and dismissal by the Chief Executive Officer of staff of the Fund on management level;*
- (d) *approve internal rules and directions in respect of the management of the Fund;*
- (e) *approve loans made or given by the Fund;*
- (f) *approve donations for research in connection with any matter regarding injuries sustained in motor vehicle accidents;*
- (g) *determine guidelines in relation to the investment of the money of the Fund; and*
- (h) *delegate or assign to the Chief Executive Officer and any member of the staff of the Fund any power or duty of the Board as it may deem fit, but shall not be divested of any power or duty so delegated or assigned, and may amend or withdraw any decision made by virtue of such delegation or assignment."*

58. The Minister appoints the chairman and vice-chairman from the ranks of the Board. Therefore, the Board is only granted the power to make recommendations to the Minister regarding the amendment of the RAF Act and any regulation required in terms of the RAF Act. In terms of Section 11 of the Act, the Board may recommend to the Minister any regulation to be made under the Act. Section 26 of the Act further provides that the Minister may make regulations regarding any matter that shall or may be prescribed in terms of the Act or which it is necessary or expedient to prescribe to achieve or promote the Act's object.



59. Section 11 of the RAF Act does not give the Board the right to issue, add, vary or restrict any statutory provisions of the RAF Act or regulations issued by the Minister. I pause to mention that the Management Directive, which has a direct and external legal effect on persons wishing to claim compensation, purports to add and restrict the rights given to persons desiring to submit claims to the RAF.

THE CHIEF EXECUTIVE OFFICER

60. On the recommendation of the Board of the RAF, the Minister appoints the CEO of the RAF on such terms and conditions of employment determined by the Board. Whereas the Board's powers and functions are subject to the Minister's powers, the CEO's powers and functions are subject to the Board's directions. The CEO's duties and powers are described in Section 12(2) of the RAF Act, which provides:

"(2) Subject to the directions of the Board, the Chief Executive Officer shall conduct the current business of the Fund, and he or she may-



- (a) exercise the powers and shall perform the functions of the Fund mentioned in section 4(1)(b), (c) and (d), (2) and (3);*
- (b) appoint, determine the conditions of employment of and dismiss the staff of the Fund, excluding members of staff on management level;*
- (c) draft internal rules and directions in respect of the management of the Fund and make recommendations in respect thereof to the Board;*

- (d) enter into an agreement with any person for the rendering of a particular service related to the management of the Fund or its functions;*
- (e) issue guidelines to agents regarding the manner in which claims should be administered by them on behalf of the Fund; and*
- (f) exercise such powers and shall perform such duties as may be delegated and assigned to him or her by the Board under section 11 (1) (h)."*

61. As mentioned at the outset of this discussion on the RAF's powers and functions, section 4(1)(a) affords the fund the ability to stipulate the terms and conditions upon which claims in terms of section 3 will be administered. Section 12(2)(a) provides that the CEO shall perform the functions of the Fund mentioned in section 4(1)(b), (c) and (d), (2) and (3). No mention is made of section 4(1)(a). Therefore, the CEO labours under a misapprehension if he contends the CEO and Chair of the Board are entitled to issue a Management Directive regarding the statutory requirements for submitting claims.

SUBMISSION OF CLAIMS

62. Section 24(1) of the RAF Act makes it compulsory for a claimant to submit his claim on the prescribed form. Section 24(1)(a) and (4) contain the following directions regarding the completion of the claim form and medical report:

- 62.1. The claim form must be completed in all its particulars;
- 62.2. A clear reply must be given to all the questions, and if a question is not applicable, the words "not applicable" must be inserted;
- 62.3. All ticks, dashes, deletions and alterations must be countersigned; and
- 62.4. Precise details of compensation claimed must be given and should be accompanied by supporting vouchers.
63. As mentioned at the outset, the provisions of section 24(1)(a) and (4) of the RAF Act are directory and not peremptory. The provisions of the section are deemed to have been substantially complied with if the claim form considered in its entirety discloses the identity of the claimant; the particulars of the collision that gave rise to the injuries or death; the identity of the driver or owner of the motor vehicle concerned; and the calculation and composition of the amount claimed. The information supplied must constitute a claim in terms of section 17 read with section 24 and must be sufficient to enable the RAF to decide whether to resist or settle the claim or enter into settlement negotiations.
64. In terms of section 24, a claim form for compensation may be dispatched by registered post or physically delivered to the RAF at a regional or branch office.

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The peremptory terms of section 24(1)(b) as to the RAF's obligations when a claim for compensation is delivered by hand states that:

"... The Fund ... shall at the time of delivery by hand, acknowledge receipt thereof and the date of such receipt in writing."



65. Section 24(2)(a) of the Act demands that the medical report submitted with the claim form should be completed by the treating physician or the Superintendent of the relevant hospital. Section 24(5) provides that the RAF can object to the claim form's validity, i.e., after receiving it by registered post or after it is delivered by hand. The proviso that if the RAF does not object to the validity thereof, a claim is deemed valid in law thereafter *"... in all respects ..."*. The point is that validity is to be determined after receipt of the claim. Furthermore, section 24(6) gives a 120 days grace period, during which the RAF may not be sued, and the RAF may, moreover, not be sued before the requirements that it raises under section 19(f) of the Act have been complied with.

66. The practical effect of the Management Directive is to shut the door for claimants with technicalities, i.e. requirements not demanded by the legislature, the Minister, nor by the Courts. The way in which the Fund enforces the Management Directive means the Fund is proverbially the judge, jury and executioner regarding substantive compliance. The validity of claims cannot be determined at the doors of the RAF, and claimants or their attorneys be told to leave if the

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relevant official is of the opinion that the claim does not comply with the Management Directive. This is in breach of the principles of natural justice. It is unfair and unreasonable.

67. I submit that it is clear that the structure of the Act is that the RAF is bound to accept the claim dispatched by registered post or delivered by hand. The RAF may not turn someone away at the doors due to alleged non-compliance with a statutory provision, let alone the void, unenforceable and *ultra vires* Management Directive.
68. The RAF has 60 days to object to the validity of the claim form and medical report. A defective claim may be rectified after submitting the claim, provided that the claim has not yet prescribed. Before the issue of the Management Directive, when judging whether there has been substantial compliance, all information supplied, including information supplied to rectify mistakes and inaccuracies after the original submission of the claim form, were taken into account.
69. In terms of Regulation 7, a claim for compensation and accompanying medical report referred to in Section 24(1)(a) of the Act shall be in the form of an RAF 1 claim form attached to the regulations as Annexure A, or such amendments or substitutions thereof as the Fund may from time to time give notice of in the Gazette.




70. In fulfilling the applicants' mandate, we have compiled the necessary claim documents for lodgement per the Act and Regulations published in the Government Gazette. The applicants' claim documents were delivered for lodgement to the Fund.

GROUND OF REVIEW

71. In further support of the applicants' prima facie right discussed hereinunder, brief consideration is given to the grounds of review. At the outset, I contend that the CEO and the Chair of the Board's decision to adopt and implement the Management Directive is an administrative decision that stands to be reviewed and set aside in terms of PAJA. Nevertheless, even if the Honourable Court were to find that the decision is not administrative, the applicants are entitled to request that the Management Directive be reviewed and set aside based on the principle of legality. The CEO exceeded his power in deciding to issue and apply the Management Directive in a peremptory way. This is invalid under the Constitution according to the doctrine of legality. The legislature does not contemplate two sets of rules – one by Regulation and another by "directives".

72. The decision to adopt and issue the Management Directive is an administrative action as contemplated in PAJA, which Act has been promulgated to give effect to the constitutional right to administrative action that is lawful, reasonable and procedurally fair.



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73. The RAF has adopted the stance that it will be better served if claimants are obliged to submit more than the minimum documents currently prescribed in the Act and Regulations. The Fund alleges that the overburdening lists of documents in the Management Directive will facilitate better and prompt evaluation. I submit that this is unreasonable and not fair.
74. It constitutes an unlawful infringement on claimants' rights to compensation in circumstances where claimants cannot provide the documents required by the Management Directive. Claims are rejected without any legal basis for it or any fair warning having been given by way of promulgation in the Government Gazette of these new purported requirements. Based upon a misapprehension, the RAF attempts to give the Management Directive credence as if it has the force of law.
75. The practical implication of the current state of affairs is that the RAF refuses to accept and acknowledge the applicants' claims for compensation (as well as other represented claims) and unrepresented individuals (direct claimants). Many of these claims may prescribe imminently, resulting in claimants including widows, minors and seriously injured persons being left without compensation and/or embroiled in future litigation.
76. As submitted at the outset, the RAF is a statutory body exercising public powers and performing public duties and functions per the provisions of the RAF Act. As

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discussed above, the CEO and Chairman of the Board's adoption and implementation of the Management Directive constitutes administrative action as contemplated in PAJA, which Act has been promulgated to give effect to the constitutional right to administrative action that is lawful, reasonable and procedurally fair.

77. The continued implementation of the Management Directive, in this case, has highly detrimental and disproportionate financial ramifications and consequences for the applicants, as well as other claimants who find themselves in a similar position.
78. In deciding to adopt and implement the Management Directive, the CEO and Chair of the Board failed to apply their minds to the disproportionately adverse effect of their decision on claimants. It is submitted that the Management Directive is procedurally unfair and that the decision was taken based on irrelevant considerations, alternatively that the necessary relevant considerations were not even considered. It is emphasised that the RAF's attempts at public participation and / or community participation were simply not reasonable in the present circumstances.
79. The CEO and Chair of the Board were not authorised by the empowering provisions of the RAF Act to issue the management Directive, alternatively the CEO acted under a delegation of power which was not authorised by the

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empowering provisions of the RAF Act and its Regulations. The CEO and Chair of the Board's Management Directive is further clearly influenced by an error of law regarding the powers afforded to the RAF, the Board, the Chair of the Board and the CEO to adopt additional peremptory requirements not contained in the RAF Act or any Regulations published by the Minister. On the CEO's own version, the decision to adopt the Management Directive was taken for the ulterior purpose of raising the bar for the submission of claims in order to lessen the administrative workload of the RAF's officials.



80. The adoption and implementation of the Management Directive further contravenes the provisions of the RAF Act and infringes on the applicants' constitutional rights. Having regard to the far reaching prejudice and implications of the Management Directive the CEO and Chair of the Board's decision to adopt the Management Directive and require peremptory compliance is unreasonable, unconstitutional and unlawful.

81. In consideration of the above-mentioned, the decision to adopt and implement the Management Directive stands to be reviewed and set aside in terms of section 6(2)(i) and (ii), as well as 6(2)(b),(c),(d) (e), (f), (h) and (i) of PAJA.



URGENCY

82. This application cannot be enrolled in the normal course.
83. The applicants find themselves in a position that they are unable to enforce their rights, as explained above. Prescription is looming, whilst they are being obstructed by the very institution that should facilitate the payment of compensation.
84. I submit that the infringement of the applicants' constitutional rights as set out herein justifies in itself the hearing of this matter on an urgent basis.
85. The applicants will suffer immense prejudice due to the unlawful and unfair manner in which the Management Directive is enforced in a peremptory manner.
86. The current situation causes great legal uncertainty on an ongoing and daily basis. This affects and will continue to affect hundreds of claimants and their legal representatives.
87. Many victims of road accidents will be prejudiced due to their claims not being accepted or objected to. Claimants are not treated equally. The public at large who are not represented by attorneys is most at risk. Direct claimants are unaware of their rights. Claims delivered by hand and claims submitted by pre-paid registered post are all treated differently. The Fund refuses bluntly to accept some claims



delivered by hand, whilst others are accepted that are delivered by registered post. This will ultimately result in countless urgent applications in each case where prescription is looming and countless litigious disputes regarding prescription and substantial compliance. This is evidenced by the three urgent applications that were brought before the Court since 7 May 2021.


88. The application was brought as soon as reasonably possible. It became apparent to my partners and I during the second week of May 2021 that the Fund was acting in the manner described. We sought opinions from senior counsel and commenced with the preparation of this application on Thursday, 20 May 2021.

89. This application is accordingly brought on an urgent basis in having due consideration for the interest of the public at large, the Fund and also the nature of the relief applied for herein.

90. I submit that based on the abovementioned the application is sufficiently urgent and that there is clear justification for enrolling it on an urgent basis.

SUBSTANTIVE REQUIREMENTS FOR INTERIM RELIEF

91. To succeed in respect of the relief sought, the applicants are required to establish:


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- 91.1. a *prima facie* right although open to some doubt;
- 91.2. a reasonable apprehension of irreparable harm to the right if the interdict was not granted;
- 91.3. the balance of convenience favourable to the granting of the interim interdict; and
- 91.4. the absence of any other adequate remedy.

92. These aforesaid requirements are to be assessed together and are not to be judged in isolation. Therefore, it is respectfully submitted that the Honourable Court must consider whether the granting of an interim interdict would promote the objects, spirit, and purport of the Constitution when considering the nature of the relief sought and the public interest at stake.

Prima Facie Right

93. In the current instance, it is submitted that the applicants have established a strong *prima facie* right to review and set aside the CEO and Chair of the Board's decision to adopt and implement the Management Directive. However, the applicants are also required to show a right which requires protection now.



94. The applicants have a *prima facie* right to pursue their claims for compensation against the Fund. They suffered injuries in motor vehicle collisions that resulted from the unlawful, or negligent actions of insured drivers.

95. Their claims and entitlement to compensation are intertwined with their constitutional rights and that of all other current and potential future claimants in terms of the RAF Act.

96. The applicants and all victims of motor vehicle accidents have a *prima facie*, if not clear right to fair administrative process that included the lodgement of claims with the Fund in accordance with the legal requirements contained in the Act as duly promulgated.

Reasonable Apprehension of Irreparable and Imminent Harm

97. Considering the above-mentioned, it is submitted that the applicants have established a reasonable apprehension of irreparable harm.

98. If the relief applied for is not granted and the Fund persists in refusing to accept the lodgement of the applicants' claim documents, they run the real risk of their claims becoming prescribed due to its purported invalid lodgement.

 *Srn*

99. The unilateral enforcement of the Management Directive is nothing but an intentional attempt at coercing claimants to comply with requirements that are void.

Balance of Convenience in Favour of Granting Interim Relief

100. The prejudice that the applicants and other claimants will suffer if the interim relief is not granted pending the outcome of the review application far outweighs any prejudice that the RAF will sustain if the interim relief is granted. The prejudice that will be caused to the applicants and other claimants is manifest and far-reaching.

101. The relief applied herein will not prejudice the RAF from disputing the validity of the applicants' claims based on substantial compliance.

102. Should this indeed be the Fund's defence to the claimed compensation, then such disputes should be dealt with in the appropriate forum.

No alternative remedy

103. In light of the aforesaid, the applicants have no alternative satisfactory remedy. This application is brought as a measure of last resort.

A large, stylized handwritten signature, possibly 'D', is followed by the initials 'SPN' in a cursive script.

104. If the operation of the Management Directive is not suspended pending the review and setting aside thereof the relief ultimately granted may be of no real assistance to the applicants and many other victims of motor vehicle collisions.

CONCLUSION

105. In closing, it is respectfully submitted that the applicants have no alternative but to approach the Honourable Court for the relief sought. The applicants have complied with the substantive requirements for the relief sought. It will be in the public interest and to the benefit of all parties if the interim interdictory relief sought is granted herein.
106. Since the applicants raise constitutional issues in their challenge to the Management Directive, if so required a Rule 16A notice will be issued together with the review application. This will allow other interested parties and *amici curiae* to intervene if they so wish. A copy of the application will also be delivered to the Gauteng and Pretoria Attorneys Association as a courtesy even though they are not cited as parties.



107. **COSTS**

107.1. I submit that the above Honourable Court should grant an appropriate cost order against the first respondent and any of the other respondents who may elect to oppose this application.

107.2. The basis for the aforesaid requested cost order is founded upon the short but significant history of this matter.

107.3. There is no dispute that the Management Directive was not promulgated by the Minister in the Government Gazette.

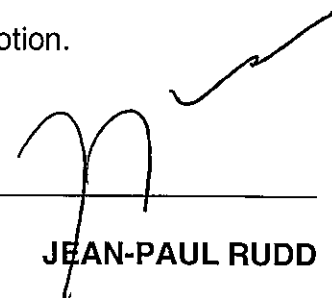
107.4. Adams & Adams allowed the respondents to withdraw the Management Directive before issuing of this application.

107.5. The Road Accident Fund, the Chair of the Fund's Board and CEO cannot claim that they were not keenly aware of the disputed status of the Management Directive.



107.6. This is clear from the fact that the Road Accident Fund opposed the relief applied for in at least one instance where this Court granted relief on an urgent basis since 7 May 2021. The Fund cannot deny that it received notice of the urgent Court orders that were granted.

WHEREFORE an order as prayed for in terms of the Notice of Motion.

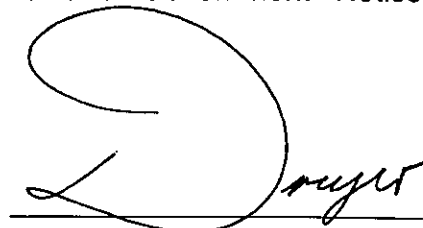


JEAN-PAUL RUDD

SIGNED and SWORN to at Pretoria on this 25th day of May 2021 by the Deponent who stated that:

1. He knows and understands the contents of the declaration; and
2. He has no objection to taking the prescribed oath; and
3. He considers the prescribed oath as binding on his conscience;

And Government Notice Regulation 1258 as amended by the Government Notice Regulation 1648, Government Notice Regulation 1428 and Government Notice Regulation 773 was fully complied with.



COMMISSIONER OF OATHS

Frederick Augustus Dreyer
Admitted Attorney
1060 Jan Shoba Street, Brooklyn
Pretoria, Gauteng

"FALL"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

LESEDI DIKELEDI MAUTLA
(ID NR: 020125 0563 081)

1.

do hereby nominate, constitute and appoint **THE PARTNERS, SENIOR ASSOCIATES and ASSOCIATES of ADAMS & ADAMS, Lynnwood Bridge, 4 Davenry Road, Lynnwood Manor, Pretoria** with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 6 JUNE 2017.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party Insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:

Handwritten signatures and initials: *SPK*, *LM*, and a large stylized signature.

2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including *inter alia* consultations, court appearances and attendances, pre-trial conferences, roundtable meetings, time spent on research, preparation for trial/meetings/conferences/consultations, perusal and review of literature, telephone calls and travelling, preparation of settlement agreements, pleadings, rule 35(3) notices and the responses to such notices, requests for particulars and the responses to such requests for particulars:

2.1.1.1.	First year Candidate Attorney and 3P admin assistant	R1 300.00 per hour
2.1.1.2.	Second year Candidate Attorney and paralegal	R1 570.00 per hour
2.1.1.3.	Associate with one year experience	R2 500.00 per hour
2.1.1.4.	Associate with two years' experience	R2 700.00 per hour
2.1.1.5.	Associate with three to four years' experience	R3 080.00 per hour
2.1.1.6.	Associate with more than 5 years' experience	R3 500.00 per hour
2.1.1.7.	Senior Associates with less than 10 years' experience	R4 100.00 per hour
2.1.1.8.	Senior Associate with more than 10 years' experience	R4 320.00 per hour
2.1.1.9.	Partner with less than 10 years' experience	R4 320.00 per hour
2.1.1.10.	Partner with more than 10 years' experience	R5 200.00 per hour

2.1.2 In addition thereto, an amount equivalent to double that as prescribed from time to time in the Tariff of Fees of Attorneys by the High Court Act No 59 of 1959 for all work which is not done on an hourly basis in connection with the said action.

2.1.3 Adams & Adams however undertakes to limit its attorney and own client fee that cannot be recovered from the Road Accident Fund, where matters are successfully finalised and compensation is recovered, to a maximum of 10% to 15% (excluding VAT) of the value of the claim. Should Adams & Adams' actual attorney and own client fee however be less than the aforementioned maximum fee in such matters successfully finalised, then Adams & Adams will limit its attorney and own client fee to such actual fee only. This limitation will only apply on matters that are finalised by Adams & Adams Attorneys.

2.1.4 Adams & Adams further undertakes to only charge a nominal fee for services rendered where matters are finalised by Adams & Adams in instances where the claim was not successful and no compensation was recovered on behalf of the client.

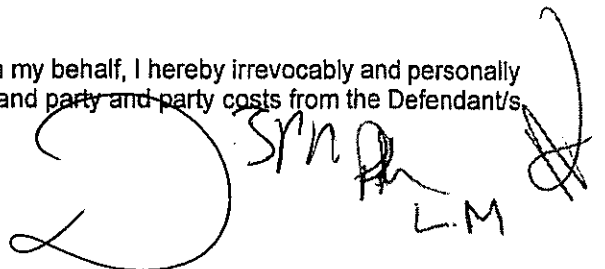
2.2 I have been advised that the aforesaid hourly charge has been calculated in relation to:

- i) The cost structure of an Attorney's office;
- ii) Your particular expertise in the field of personal injury;
- iii) Investigations with regard to both the merits and quantum which include medical research, perusal and review.

I confirm that it is hereby agreed that the hourly tariff referred to in paragraph 2.1.1 above will escalate annually with 8% as from the 1st day of January of each consecutive year. In the event of a promotion of a professional, or a new tariff being applicable due to the years of practice of any of the professionals assisting me with this matter, the new hourly tariff for the elevated position will be charged.

2.3 If, in your sole discretion, you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time and that I will be billed accordingly.

2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s.

A large handwritten signature, possibly 'S. N. D.', is written over the text of paragraph 2.4. Below the signature, the initials 'L.M.' are written.

in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.

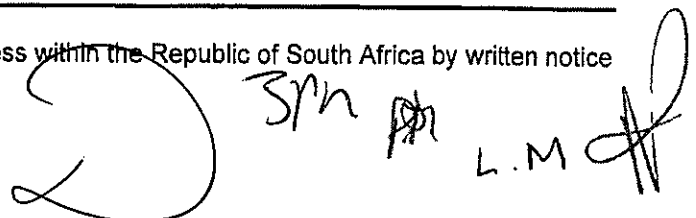
- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 86(4) of Act 28 of 2014. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the South African Legal Practice Council or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.
- 3.4 I choose as *domicilium citandi et executandi* for purposes of any report, notice or service of any process, the following physical address, and confirm that notice or service of process either by hand delivery/service by Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and service:

- 3.5 I shall be entitled to change my *domicilium* to any address within the Republic of South Africa by written notice



delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

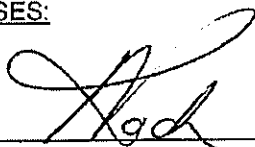
5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs **ADAMS & ADAMS** and the **ROAD ACCIDENT FUND**.

SIGNED AT PRETORIA ON THIS 9TH DAY OF NOVEMBER 2020

AS WITNESSES:

1.



2.



SRM

L.M

Adams & Adams

CESSION AGREEMENT

CESSION AGREEMENT

BETWEEN

ADAMS AND ADAMS

AND

Name:

Cesedi Dikeledi Mantla

Domicilium:

605 Prudence Flats

125 Gerhard Moerdyk Str

Sunnyside Pretoria


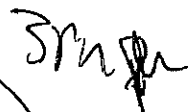
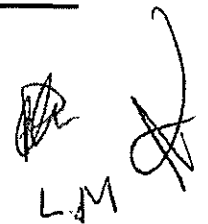
Postal address:

As above

Telephone Number: (H)

(W)

(Cell)

1. **INTERPRETATION**

- 1.1. The headnotes to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.
- 1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 1.2.1. **"Act"** shall mean the Road Accident Fund Act, 1996 as amended from time to time
- 1.2.2. **"Adams and Adams"** shall mean Adams and Adams Attorneys
- 1.2.3. **"Agreement"** shall mean this cession agreement
- 1.2.4. **"Benefit"** shall mean the right to receive the full capital amount and all legal and other costs paid out by the Fund in respect of the Claim
- 1.2.5. **"Business Day"** shall mean any day other than a Saturday, Sunday or official public holiday of the Republic of South Africa
- 1.2.6. **"Claim"** shall mean the claim of the Client against the Fund in terms of the Act
- 1.2.7. **"Client"** shall mean the natural person whose particulars are set out on the cover page of this Agreement
- 1.2.8. **"Fund"** shall mean the Road Accident Fund, established in terms of the Act
- 1.2.9. **"Parties"** shall mean Adams and Adams and the Client and **"Party"** shall, as the context requires, be a reference to any one of them

[Handwritten signatures and initials]

[Large handwritten 'D' or '2']

[Handwritten initials: Jm, AL, LM]

- 1.2.10. **"Power of Attorney"** shall mean the power of attorney signed by the Client in favour of Adams and Adams
- 1.2.11. **"Reversionary Rights"** shall mean the right to receive the amount in South African currency equal to the capital sum of the Benefit less legal fees, advocate's charges, disbursements (and interest on same) and all other costs incurred by Adams and Adams in the course of pursuing the Claim including, but not limited to, medico-legal accounts, expert charges, legal fees, advocate's charges courier charges and travelling / transporting charges and costs
- 1.2.12. **"Signature Date"** shall mean the date of signature of the Party last signing this Agreement
- 1.2.13. **"Vat"** shall mean value added tax, levied in accordance with the Value Added Tax Act, 1962.
- 1.4 The expiration or termination of the Agreement shall not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 The Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed the Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, successors in title, administrators, trustees, permitted assigns or liquidators, as the case may be.

Spn

A.G. L.M

**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**

Page 4

2 INTRODUCTION

- 2.1 The Client has instituted the Claim and has, by virtue of the provisions of the Power of Attorney, appointed Adams and Adams as its attorneys for purposes of pursuing the Claim.
- 2.2 The Client now wishes to cede all its right, title and claims in the Benefit to and in favour of Adams and Adams, provided that Adams and Adams shall in turn cede the Reversionary Rights back to the Client.
- 2.3 Accordingly, the Parties wish to enter into this Agreement to govern their relationship and to give effect to the provisions of this clause 2.

3 CESSION

- 3.1 The Client hereby irrevocably cedes to and in favour of Adams and Adams all of its rights, title and claims in the Benefit.
- 3.2 The Client warrants and represents that the Benefit or any right, title or interest in and to the Benefit has not been ceded to any other party prior to the cession recorded in clause 3.1.
- 3.3 Adams and Adams hereby cedes, with effect from the date upon which Adams and Adams has satisfied all its claims in terms of the Power of Attorney and this Agreement, the Reversionary Rights back to the Client, provided that, should it transpire that the Benefit or any right, title or interest in and to the Benefit, which is subject to this cession, has, on a prior date, been ceded to a third party or otherwise disposed of, then the cession of the Reversionary Rights in terms of this clause 3.3 shall become null and void.

Jm
A.T. L.M

SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT

Page 5

4 ADDRESSES

4.1 Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of the Agreement and its *domicilium citandi et executandi* ("*Domicilium*") at which all documents in legal proceedings in connection with the Agreement must be served:

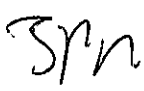



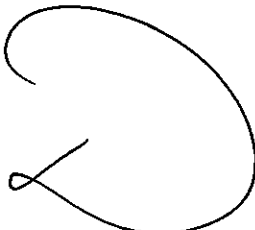
4.1.1 Adams & Adams: **Domicilium:** Lynnwood Bridge
4 Daventry road
Lynnwood Manor
Pretoria
Postal address: P O Box 1014
Pretoria
0001
Telefax No: (012) 432 6000
E-mail: mail@adamsadams.com

Client: Shall be as set out on the cover page

4.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of the Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number or e-mail address in accordance with the provisions of clause 4.5, provided that documents in legal proceedings in connection with the Agreement may only be served at a Party's *Domicilium*.

4.3 Any Party may by written notice to the other Parties, change its chosen address, telefax number or e-mail address to another address, telefax number or e-mail address, provided that:

4.3.1 the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 4.4, and




**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**

Page 6

- 4.3.2 any change in a Party's *Domicilium* shall only be to an address in South Africa, which is not a post office box or a *poste restante*.
- 4.4 Any notice to a Party contained in a correctly addressed envelope; and
- 4.4.1 sent by prepaid registered post to it at its chosen address in clause 4.1; or
- 4.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 4.1;
- shall be deemed to have been received in the case of clause 4.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 4.4.2 on the day of delivery.
- 4.5 Any notice by telefax or e-mail to a Party at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.
- 4.6 Notwithstanding anything to the contrary contained in the clause 4, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address, telefax number or e-mail address as set out in clause 4.1.

5 GOVERNING LAW

The entire provisions of the Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Transvaal Provincial Division of the High Court of South Africa in regard to all matters arising from the Agreement.




A.T. L.M

**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**

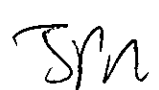
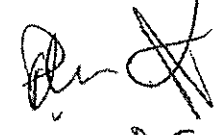
Page 7

6 TRANSACTION INDIVISIBLE

All the transactions and arrangements contained or contemplated under the provisions of the Agreement, constitute a single and indivisible transaction.

7 GENERAL

- 7.1 The document contains the entire agreement between the Parties in regard to the subject matter hereof.
- 7.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in the document whether it induced the contract and/or whether it was negligent or not.
- 7.3 No variation, amendment or consensual cancellation of the Agreement or any provision or term hereof and no settlement of any disputes arising under the Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of the Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 7.4 No extension of time or waiver or relaxation of any of the provisions or terms of the Agreement shall operate as an estoppel against any Party in respect of its rights under the Agreement.
- 7.5 No failure by any Party to enforce any provision of the Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.



A.T
L.M



SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT

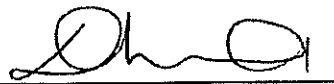
Page 8

- 7.6 Except as provided for under the Agreement, no Party shall cede any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other Party.
- 7.7 If any clause or term of the Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms and provisions of the Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of the Agreement.

SIGNED AT PRETORIA ON THIS 9 DAY OF November 2020



AS WITNESSES:

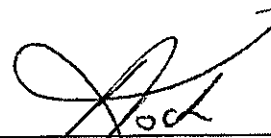
1. 
2. 


CLIENT

SIGNED AT PRETORIA ON THIS 9 DAY OF November 2020

AS WITNESSES:

1. 
2. 


ADAMS AND ADAMS

 
L.M

"FA1.2"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

Antoinette Elizabeth Bianca Steyn
(ID No: 890516 0176 089)

Spouse/guardian/mother of

Jacobus Johannes Steyn
(IDNO: 090818 8112 083)

1.

do hereby nominate, constitute and appoint THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS, Lynnwood Bridge, 4 Davenry Road, Lynnwood Manor, Pretoria with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 01/11/2018.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party Insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and

[Handwritten signature: Jm]

whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:

2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including *Inter alia* consultations, court appearances and attendances, pre-trial conferences, roundtable meetings, time spent on research, preparation for trial/meetings/conferences/consultations, perusal and review of literature, telephone calls and travelling, preparation of settlement agreements, pleadings, rule 35(3) notices and the responses to such notices, requests for particulars and the responses to such requests for particulars:

2.1.1.1.	First year Candidate Attorney and 3P admin assistant	R1 200.00 per hour
2.1.1.2.	Second year Candidate Attorney and paralegal	R1 450.00 per hour
2.1.1.3.	Associate with one year experience	R2 340.00 per hour
2.1.1.4.	Associate with two years' experience	R2 500.00 per hour
2.1.1.5.	Associate with three to four years' experience	R2 850.00 per hour
2.1.1.6.	Associate with more than 5 years' experience	R3 260.00 per hour
2.1.1.7.	Senior Associates with less than 10 years' experience	R3 800.00 per hour
2.1.1.8.	Senior Associate with more than 10 years' experience	R4 000.00 per hour
2.1.1.9.	Partner with less than 10 years' experience	R4 000.00 per hour
2.1.1.10.	Partner with more than 10 years' experience	R4 800.00 per hour

2.1.2 In addition thereto, an amount equivalent to double that as prescribed from time to time in the Tariff of Fees of Attorneys by the High Court Act No 59 of 1959 for all work which is not done on an hourly basis in connection with the said action.

2.1.3 Adams & Adams however undertakes to limit its attorney and own client fee that cannot be recovered from the Road Accident Fund, where matters are successfully finalised and compensation is recovered, to a maximum of 10% to 15% (excluding VAT) of the value of the claim. Should Adams & Adams' actual attorney and own client fee however be less than the aforementioned maximum fee in such matters successfully finalised, then Adams & Adams will limit its attorney and own client fee to such actual fee only. This limitation will only apply on matters that are finalised by Adams & Adams Attorneys.

2.1.4 Adams & Adams further undertakes to only charge a nominal fee for services rendered where matters are finalised by Adams & Adams in instances where the claim was not successful and no compensation was recovered on behalf of the client.

2.2 I have been advised that the aforesaid hourly charge has been calculated in relation to:

- i) The cost structure of an Attorney's office;
- ii) Your particular expertise in the field of personal injury;
- iii) Investigations with regard to both the merits and quantum which include medical research, perusal and review.

I confirm that it is hereby agreed that the hourly tariff referred to in paragraph 2.1.1 above will escalate annually with 8% as from the 1st day of January of each consecutive year. In the event of a promotion of a



SPH


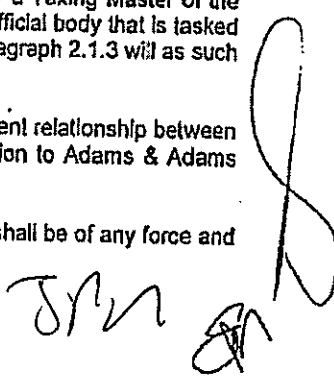


professional, or a new tariff being applicable due to the years of practice of any of the professionals assisting me with this matter, the new hourly tariff for the elevated position will be charged.

- 2.3 If, in your sole discretion, you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time and that I will be billed accordingly.
- 2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.
- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 78(2A) of Act 53 of 1979. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the relevant Law Society or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.
- 
- 

3.4 I choose as *domicilium citandi et executandi* for purposes of any report, notice or service of any process, the following physical address, and confirm that notice or service of process either by hand delivery/service by Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and service:

3.5 I shall be entitled to change my domicilium to any address within the Republic of South Africa by written notice delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologist and psychiatrist) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs ADAMS & ADAMS and the ROAD ACCIDENT FUND.

SIGNED AT Pretoria ON THIS 6 DAY OF March 2019

AS WITNESSES:

1.

N. N. N.

[Signature]

2.

[Signature] SM

"FA 1.3"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

GERMANZI DIPPENHAIL STRAUSS
(ID NO: B408290073095)

1.



do hereby nominate, constitute and appoint THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS, Lynnwood Bridge, 4 Daventry Road, Lynnwood Manor, Pretoria with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 22/11/18.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

I further confirm and acknowledge that:

- 2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion;


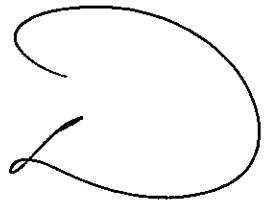
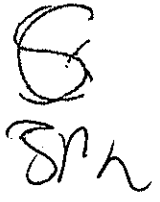
personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.

- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 78(2A) of Act 53 of 1979. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the relevant Law Society or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.
- 3.4 I declare that I have read and understood the contents of this document and that I have signed it voluntarily and without any duress, coercion or undue influence. I further declare that I have not been under any legal disability or incapacity at the time of signing this document. I hereby declare that the physical address, shall for all intents and purposes be regarded as full and effective notice and

3.5 I shall be entitled to change my domicilium to any address within the Republic of South Africa by written notice delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs ADAMS & ADAMS and the ROAD ACCIDENT FUND.

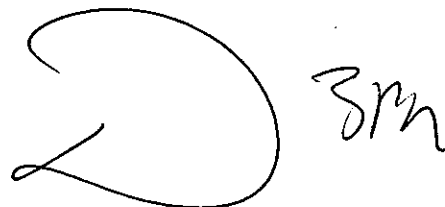
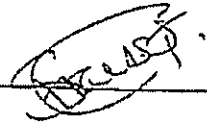
SIGNED AT RUSTENBURG ON THIS 28 DAY OF NOVEMBER, 2018

AS WITNESSES:

1.



2.



"FA1.4"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

JOHANNES CHRISTOFFEL STRAUSS
(ID NO: 7306219756096)

1.


do hereby nominate, constitute and appoint THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS, Lynnwood Bridge, 4 Davenry Road, Lynnwood Manor, Pretoria with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 22/11/2018.
 - 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
 - 1.3 Obtain details of medical and hospital records prior to the accident.
 - 1.4 Obtain from present and past employers all details regarding employment.
 - 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
 - 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party Insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
 - 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
 - 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
 - 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
 - 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted
- and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:



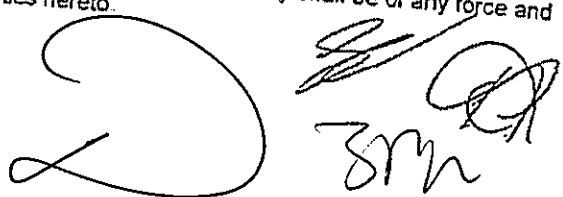
professional, or a new tariff being applicable due to the years of practice of any of the professionals assisting me with this matter, the new hourly tariff for the elevated position will be charged.

- 2.3 If, in your sole discretion, you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time and that I will be billed accordingly.
- 2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.
- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 75(2A) of Act 53 of 1979. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the relevant Law Society or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.



3.4 I choose as *domicilium citandi et executandi* for purposes of any report, notice or service of any process, the following physical address, and confirm that notice or service of process either by hand delivery/service by Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and service:

3.5 I shall be entitled to change my domicile to any address within the Republic of South Africa by written notice delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

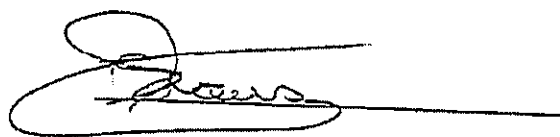
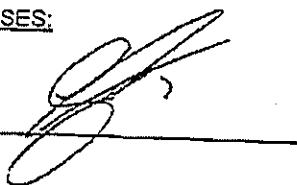
5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs ADAMS & ADAMS and the ROAD ACCIDENT FUND.

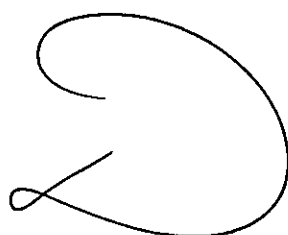
SIGNED AT RUSTENBURG ON THIS 28 DAY OF NOVEMBER 2018

AS WITNESSES:

1.



2.

 SRM

"FA1.5"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

NOMTHANDAZO ELIZABETH SILUMA

(IDENTITY NUMBER: 851212 0785 08 0)

1.

do hereby nominate, constitute and appoint **THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS, Lynnwood Bridge, 4 Daventry Road, Lynnwood Manor, Pretoria** with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors into the circumstances relating to an accident which occurred on- 31 Aug 2018.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the Insurance Company or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge for the amount of the settlement in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge because I have failed to keep my said Attorney informed of any change in my work, residential or postal address.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges from the capital sum to be received.
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (If required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including senior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could to if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between the "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:
 - 2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including consultations, correspondence, time spent on research, preparation, perusal and review of literature and all documentation which could be relevant to the matter and on telephone calls and travelling:

account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.

- 2.7 I undertake to effect payment of all courier charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 78(2A) of Act 53 of 1979. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation of an Attorney and Own Client bill of costs, then my attorney will be entitled to whatever amount is allowed on taxation whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorney will be entitled to recover fees and disbursements in respect of the drafting and taxation of such bill of costs as provided for herein.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed;
- 3.3 No variation on any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed.

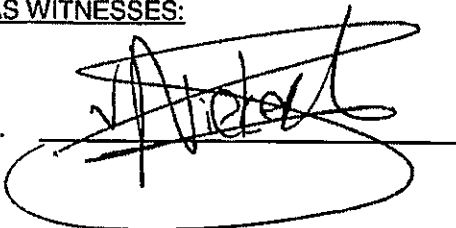
4.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner to make all information / documentation / records which are relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs **ADAMS & ADAMS** and the **ROAD ACCIDENT FUND**.

SIGNED AT PRETORIA ON THIS 5 DAY OF August 2019

AS WITNESSES:

1.




NOMTHANDAZO ELIZABETH SILUMA

2.



"FA1.6"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

IDENTITY NUMBER: *1111 1111 1111*

do hereby nominate, constitute and appoint THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS, Lynnwood Bridge, 4 Davenry Road, Lynnwood Manor, Pretoria with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors into the circumstances relating to an accident which occurred on *08/04/11*
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal opinions and reports on my behalf and for any other expert reports you deem reasonable for this purpose of my case
- 1.3 Obtain details of medical and hospital records prior to the accident
- 1.4 Obtain from present and past employers all details regarding employment
- 1.5 Ascertain the name of the Third Party insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion
- 1.6 Negotiate a settlement, after discussion with me, with the Insurance Company or its attorneys, and to agree with them on figures of settlement and to advise me thereof
- 1.7 Sign any Release or Discharge for the amount of the settlement in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge because I have failed to keep my said Attorney informed of any change in my work, residential or postal address
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges from the capital sum to be received
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs.
- 1.10 Brief advocates, including senior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could to if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between the "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:

S. BOKO

SPN

2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including consultations, correspondence, time spent on research, preparation, perusal and review of literature and all documentation which could be relevant to the matter and on telephone calls and travelling

2.1.1.1	First year Candidate Attorney and all admin assistant	R1 050.00 per hour
2.1.1.2	Second year Candidate Attorney and paralegal	R1 320.00 per hour
2.1.1.3	Associate with one year experience	R1 625.00 per hour
2.1.1.4	Associate with two years' experience	R2 250.00 per hour
2.1.1.5	Associate with three to four years' experience	R2 700.00 per hour
2.1.1.6	Associate with more than 5 years' experience	R3 020.00 per hour
2.1.1.7	Senior Associate	R3 520.00 per hour
2.1.1.8	Partner with less than 10 years' experience	R3 900.00 per hour
2.1.1.9	Partner with more than 10 years' experience	R4 800.00 per hour

2.1.2 In addition thereto, an amount equivalent to double that as proscribed from time to time in the Tariff of Fees of Attorneys by the High Court Act No 59 of 1959 for all work which is not done on an hourly basis in connection with the said action

2.1.3 Adams & Adams however undertakes to limit its attorney and own client fee that cannot be recovered from the Road Accident Fund, where matters are successfully finalised and compensation is recovered, to a maximum of 10% to 15% (excluding VAT) of the value of the claim. Should Adams & Adams' actual attorney and own client fee however, be less than the aforementioned maximum fee in such matters successfully finalised, then Adams & Adams will limit its attorney and own client fee to such actual fee only. This limitation will only apply on matters that are finalised by Adams & Adams Attorneys

2.1.4 Adams & Adams further undertakes to only charge a nominal fee for services rendered where matters are finalised by Adams & Adams in instances where the claim was not successful and no compensation was recovered on behalf of the client

2.2 I have been advised that the aforesaid hourly charge has been calculated in relation to

- i) The cost structure of an Attorney's office.
- ii) Your particular expertise in the field of personal injury.
- iii) Investigations with regard to both the merits and quantum which include medical research, perusal and review.

I confirm that it is hereby agreed that the hourly tariff referred to in paragraph 2.1.1 above will escalate annually with 10 % as from the 1st day of January of each consecutive year. In the event of circumstances warranting a further increase in the hourly charge this will be subject to my confirmation

2.3 If you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time.

2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.

S. Boko

2

I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys for travelling to and conveying me to inspections in foreign work which necessitate with experts, counsel and other third parties and that I will be charged on the bill of my attorneys on set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for their special working fee, on the same tariff.

- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Counsel's fees, agent's fees and export's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date / days after dispatch of any correspondence enclosing the bill / invoice / account for settlement). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V A 1.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society, such investment to be held on my behalf in terms of Section 7B(2A) of Act 53 of 1970. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3

I further confirm that:

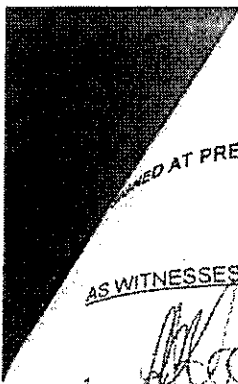
- 3.1 If I insist on enforcing my right to ask for the drawing and taxation of an Attorney and Own Client bill of costs, then my attorney will be entitled to whatever amount is allowed on taxation whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorney will be entitled to recover fees and disbursements in respect of the drafting and taxation of such bill of costs as provided for herein.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No variation on any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed.

4.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner to make all information / documentation / records which are relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs ADAMS & ADAMS and the ROAD ACCIDENT FUND.

S. BOKO

SRN



SIGNED AT PRETORIA ON THIS 2nd DAY OF May 2019.

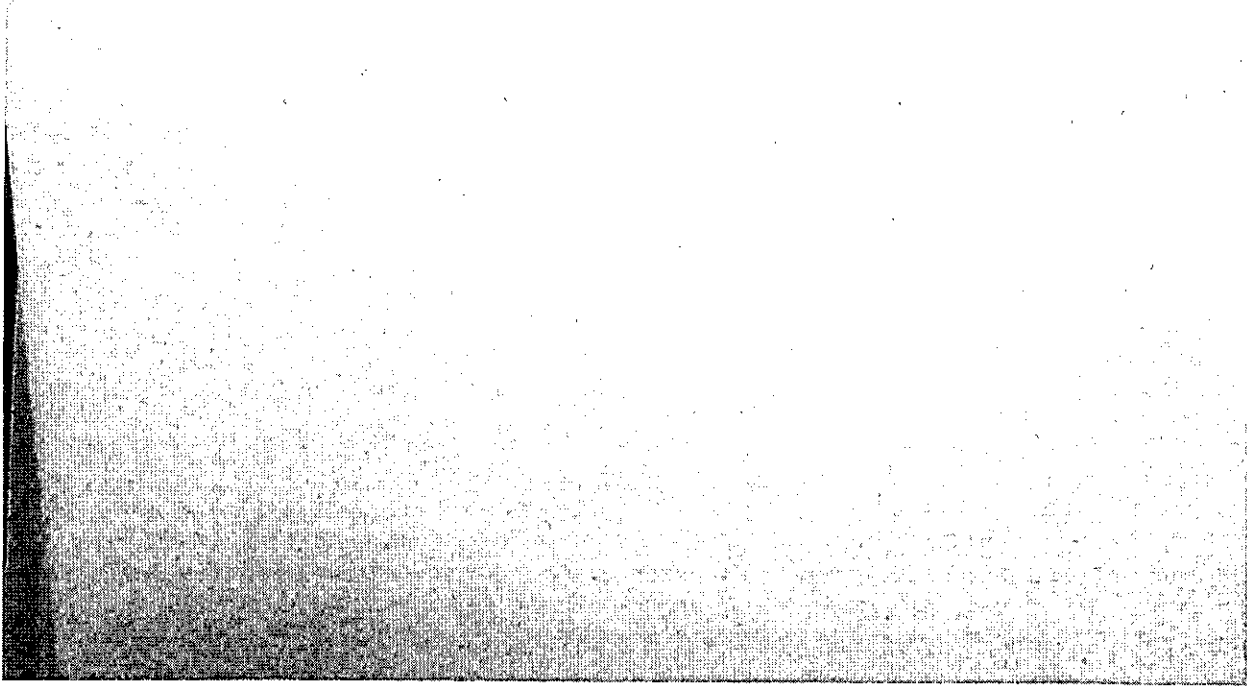
AS WITNESSES:

1. [Signature]

3 BOKO

2. _____

25



[Signature] 3m

"FA1.7"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

NONHLANHLE CECILIA RADEBE

(ID NO: 9305170807090)

1.

do hereby nominate, constitute and appoint **THE PARTNERS AND PROFESSIONAL ASSISTANTS OF ADAMS & ADAMS**, Lynnwood Bridge, 4 Davenry Road, Lynnwood Manor, Pretoria with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 29/7/2019.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party Insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
- 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted


and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:

BM
N.C



2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including inter alia consultations, court appearances and attendances, pre-trial conferences, roundtable meetings, time spent on research, preparation for trial/meetings/conferences/consultations, perusal and review of literature, telephone calls and travelling, preparation of settlement agreements, pleadings, rule 36(3) notices and the responses to such notices, requests for particulars and the responses to such requests for particulars:

2.1.1.1.	First year Candidate Attorney and 3P admin assistant	R1 200.00 per hour
2.1.1.2.	Second year Candidate Attorney and paralegal	R1 450.00 per hour
2.1.1.3.	Associate with one year experience	R2 340.00 per hour
2.1.1.4.	Associate with two years' experience	R2 500.00 per hour
2.1.1.5.	Associate with three to four years' experience	R2 650.00 per hour
2.1.1.6.	Associate with more than 5 years' experience	R3 260.00 per hour
2.1.1.7.	Senior Associates with less than 10 years' experience	R3 800.00 per hour
2.1.1.8.	Senior Associate with more than 10 years' experience	R4 000.00 per hour
2.1.1.9.	Partner with less than 10 years' experience	R4 000.00 per hour
2.1.1.10.	Partner with more than 10 years' experience	R4 800.00 per hour

2.1.2 In addition thereto, an amount equivalent to double that as prescribed from time to time in the Tariff of Fees of Attorneys by the High Court Act No 59 of 1959 for all work which is not done on an hourly basis in connection with the said action.

2.1.3 Adams & Adams however undertakes to limit its attorney and own client fee that cannot be recovered from the Road Accident Fund, where matters are successfully finalised and compensation is recovered, to a maximum of 10% to 15% (excluding VAT) of the value of the claim. Should Adams & Adams' actual attorney and own client fee however be less than the aforementioned maximum fee in such matters successfully finalised, then Adams & Adams will limit its attorney and own client fee to such actual fee only. This limitation will only apply on matters that are finalised by Adams & Adams Attorneys.

2.1.4 Adams & Adams further undertakes to only charge a nominal fee for services rendered where matters are finalised by Adams & Adams in instances where the claim was not successful and no compensation was recovered on behalf of the client.


2.2 I have been advised that the aforesaid hourly charge has been calculated in relation to:

- i) The cost structure of an Attorney's office;
- ii) Your particular expertise in the field of personal injury;
- iii) Investigations with regard to both the merits and quantum which include medical research, perusal and review.

I confirm that it is hereby agreed that the hourly tariff referred to in paragraph 2.1.1 above will escalate annually with 5% as from the 1st day of January of each consecutive year. In the event of a promotion of a professional, or a new tariff being applicable due to the years of practice of any of the professionals assisting me with this matter, the new hourly tariff for the elevated position will be charged.

2.3 If, in your sole discretion, you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time and that I will be billed accordingly.

2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and

3pm
N.C


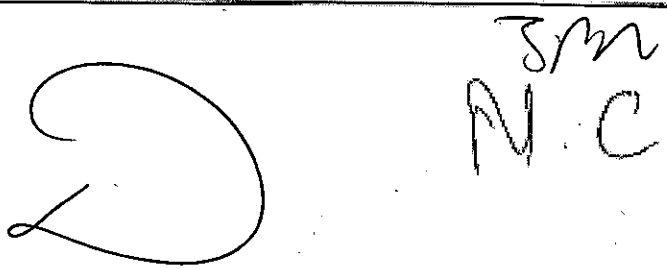
personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.

- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 76(2A) of Act 53 of 1979. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the relevant Law Society or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.
- 3.4 I choose as *domicilium citandi et executandi* for purposes of any report, notice or service of any process, the following physical address, and confirm that notice or service of process either by hand delivery/service by Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and service:



3.5 I shall be entitled to change my domicile to any address within the Republic of South Africa by written notice delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

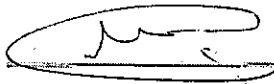
5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs ADAMS & ADAMS and the ROAD ACCIDENT FUND.

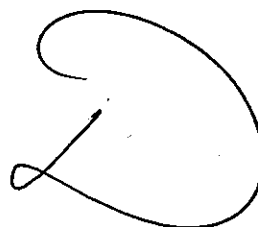
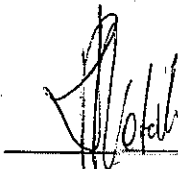
SIGNED AT HIGHOLDBERG ON THIS 14 DAY OF AUGUST 2018

AS WITNESSES:

1.



2.



SM

OFFICES: Pretoria | Johannesburg | Cape Town | Durban ASSOCIATE OFFICES: Angola | Botswana | Burundi | Cameroon (OAPI) | Cape Verde | Egypt | Ethiopia | Ghana | Kenya | Lesotho | Liberia | Libya | Mozambique (ARIPO) | Namibia | Nigeria | Sierra Leone | São Tomé and Príncipe | Swaziland | Tanzania (including Zanzibar) | The Gambia | Zimbabwe

Partners: Darla Tanzani Johan du Preez Colin MacKenzie Maïllélla du Plessis Samonika Copeland Gérard du Plessis Phil Pila Louli van der Wal Russell Bagnall Simon Brown Grégoir Woller

Joseph Goedhals Bala de Villiers Eugene Haner Darren Olivier Nolwazi Gecoba David Schoepers Megan Moaraki Kelly Thompson Nolo Khachane Janice Galvado Nishi Chetty Lucy Siganeteli

Steven Yealos Johnny Mandorla Jenny Pienaar Darle Dahmen Alexs Apostofole Biliks Dabbe Debbie Marillou Lauren Ross Dale Healy Mandi Swanepoel Roelof Grové Nicolette Koch James Davies

Nicky Gornoll Vihlen Pijoy Godfrey Budelli Jac Marais Nibhashing Phawana Nishan Singh Pieter Visagie Sajida Gamielinden Thando Mamerita Dieter Welhagen Somayaya Khan Dannie Strachan

Verina Grifflins Jani Cronje Wilhelm Prozesky Nicolette Biggar Jean-Paul Rudd Stephen Hollis Aklia Kabini Aklia van der Wal Wynand Fourie Uta Mili-Qamata Jan-Harm Swenepoel Amina Sulman

Wensei Bili Kim Ramphadso Karoema Shook Famke Van Dyk Helgard Janse Van Rensburg

Senior Consultants: Gavin Kotze

Associates: Deborah Mariccano Theresa Davis Udi Pillay Nicole Smalberger Dekala Luvhimbi Ken Wiers Richard Wiers Jean-Louis Le Grange Nicole Haworth Jevonne Le Roux Uba Van Zuydam

Alissa Noyanach Misha Van Niekerk Robyn Müller-Mabaza Shari Van Niekerk Ute-Mari Van Dyk Alica Heyneke Tatshnee Mahan Donald Mokghele James Hamid Charleen Rupnarain

Kagisha Manyashi Ramon Petrus Thembi Khoza Sophia Smalbonen Demi Pretorius Thapelo Montong Portia Marais Mphokazi Maphahle Maureen Makoto Michael Lamoni Ailam Palati

Lebohlang Mavola Daniel Campbell Emé Van Rooyen Nala Gungubela Donella van Deventer Sipha Ngoma Jessica Jade Fink Luthabo Moloto Thandeka Mhingo Mzwakhe Poswa Mia de Jager


Monique Schröten Chirag Mahoraj Cohen Grootboom Thembani Nkabinde Gabriela Dzaha Vianca McCall Kinia Nyavoo Kim Braumis Michael Bullock Ramona Nanyananyi Chanel Tsemay

Courteney Elton Cheslin Petersen Whitley Gooden-Williams Rebekah Dikala Daniele Rabbertze Christine Strauss Mpuemele Ndala Njabu Mazibuko Mphahle de Santos Anele Wilman

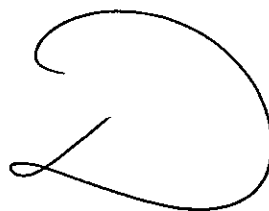
Malome Malahela Darshan Moodley Kelly Mazobe Gadé Rabbertze Tesslyn Francis

Chief Operating Officer: Dave Forbes

Contributor rating

Yours faithfully
 ADAMS & ADAMS

N KOCH



Jm

THIRD PARTY CLAIM FORM

"FA3"



RAF 1

1 PERSONAL DETAILS OF CLAIMANT

Title <input type="text" value="Ms"/>	Surname <input type="text" value="Mautla"/>	Postal Address <input type="text" value="c/o Adams & Adams, PO Box 1014, Pretoria, 0001"/>
Name <input type="text" value="Lesedi Dikeledi"/>		Home telephone number <input type="text"/>
Date of birth <input type="text" value="2002/01/25"/>		Work telephone number <input type="text"/>
ID Number / Passport Number: (Note: A certified legible copy of your identity document must be attached to this claim form) <input type="text" value="020125 0663 08 1"/>		Cellular number <input type="text"/>
Residential Address <input type="text" value="605 Prudence Flats, 125 Gerhard Moerdyk street"/> <input type="text" value="Sunnyside, Pretoria"/>		Email <input type="text" value="nicolette.koch@adams.africa"/>
		How would you prefer us to contact you? Email <input checked="" type="checkbox"/> SMS <input type="checkbox"/> Post <input type="checkbox"/> Contact via attorneys
		Tel (H) <input type="checkbox"/> Tel (W) <input type="checkbox"/> Cell <input type="checkbox"/>

2 DETAILS OF PERSON CLAIMING IN REPRESENTATIVE CAPACITY

Are you claiming compensation on behalf of someone else? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Your Name(s) & Surname: <input type="text"/>
If you answered YES kindly furnish the following information:	Your ID / Passport Number: <input type="text"/>
	In what capacity you are acting <input type="text"/>

3 BANK ACCOUNT DETAILS OF CLAIMANT

If your claim is successful the RAF will pay you directly. Please provide bank account details for payment of compensation due to you.

Bank (Name) <input type="text"/>	Account Number <input type="text"/>
Branch number <input type="text"/>	Name of Account holder <input type="text"/>

PAY ATTORNEY DIRECTLY IN TERMS OF CESSION AGREEMENT

[Handwritten signature]

THIRD PARTY CLAIM FORM



RAF 1

4 BANK ACCOUNT DETAILS OF THE CLAIMANT'S LEGAL REPRESENTATIVE

If costs become due, please provide details of the account into which you want the costs to be paid.

Account Number

1604 318 902

Branch Code

19876500

Bank Name

NEDBANK

Name of account holder

ADAMS & ADAMS

Kindly attach one of the following documents to the claim form to enable the RAF to verify the banking details: a cancelled cheque or a certified legible copy/original statement of account which clearly indicates the account holder's name, account and branch number, or an original letter from the bank (on an official letterhead) which confirms the account holder's name, account and branch number.

5 MOTOR VEHICLE ACCIDENT DETAILS

Date of accident

2017/06/06

Time of accident

06h40

Place of accident (street number and name, suburb, town, province)

Intersection of Francis Baard and Eastwood streets, Arcadia, Pretoria, Gauteng

Address of SAPS station where the accident was reported

Sunnyside

Accident report number

47/06/2017

In the accident were you (or the injured / deceased)

Driver

☐

⇒ complete paragraph 7

Motorcyclist

☐

⇒ complete paragraph 7

Motorcycle passenger

☐

⇒ complete paragraph 6

Passenger

☒

⇒ complete paragraph 6

Cyclist

☐

⇒ complete paragraph 6

Pedestrian

☐

⇒ complete paragraph 6

In an affidavit, to be attached to this claim form, please describe how the accident occurred.

6 PASSENGERS, PEDESTRIANS & CYCLISTS

What is the registration number of the vehicle on or in which you / injured / deceased was a passenger?

CC94BBGP

What is the driver's name and surname?

Hosiah Ngwenya

If you were a cyclist or a pedestrian, what is the registration number(s) of the other vehicle(s) involved in the accident?

Driver's physical address:

11 Teema street, Atteridgeville, Pretoria

Driver's contact number:

What is the driver's name and surname?



SM

THIRD PARTY CLAIM FORM



RAF 1

7 DRIVER / MOTOR CYCLIST

What is the registration number of the motor vehicle / motorcycle driven by you (or the injured / deceased)?

If you (or the injured / deceased) are not the owner of the motor vehicle / motorcycle kindly furnish the following information in respect of the owner -

Name and Surname

Telephone number:

Cell number:

Physical address:

8 DETAILS OF OTHER VEHICLES IN THE ACCIDENT

Please provide details of any other vehicles involved in this accident. (Pedestrians and cyclists, must also answer this question by providing details of the vehicles involved.)

Registration number

YWL424GP

Driver's contact No

0832861787

Registration number

Driver's contact No

Was this a "hit-and-run" accident?

☐

Yes

☒

No

9 PARTICULARS OF DECEASED (IF APPLICABLE)

Name

Surname

ID Number

Date of birth

Date of death

What is your relationship to the deceased?

Kindly attach a copy of the death certificate, inquest report or charge sheet

10 SAFETY MEASURES

Kindly indicate whether you (or the injured) were wearing a seatbelt at the time of the accident?

Yes

☐

No

☐

OR

Kindly indicate whether you (or the injured) were wearing a helmet at the time of the accident?

Yes

☐

No

☐

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[Handwritten initials]

THIRD PARTY CLAIM FORM



RAF 1

11 DETAILS OF WORKMAN'S COMPENSATION

The Compensation for Occupational Injuries and Diseases Act gives workers the right to claim compensation if they are injured during work.

Did the motor vehicle accident give rise to a claim(s) under the Compensation for Occupational Injuries and Diseases Act

Yes ☐ No ☒

If you answered YES kindly furnish the following information. Did you lodge a claim with the Compensation Fund.

Yes ☐ No ☐

If YES furnish the Compensation Fund's reference number

State the amount of compensation received to date

Indicate whether the compensation received represents the final award

Yes ☐ No ☐

12 WITNESSES

Were there any witness(es) to the accident?

Yes ☒ No ☐

If you answered YES kindly furnish the following information in respect of such witness(es):

Name and Surname

See names on accident report

Address

Telephone No

Cell No

Name and Surname

Address

Telephone No

Cell number

(Should this claim form not provide enough space to list all the witnesses kindly list the remaining witnesses and their details on a separate page to be attached to this claim form)

13 EMPLOYMENT STATUS

What was the injured's / deceased's employment status at the time of the accident?

Employed ☐

Self employed ☐

Unemployed ☒

Scholar

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THIRD PARTY CLAIM FORM



RAF 1

14 EMPLOYED DETAILS

Was the claimant or / the injured required to take time off work due to injuries sustained in the accident

Yes ☐

No ☐

If you answered YES, please furnish the following details

Dates not at work –

From

To

Number of work days the injured was not at work

Did the injured receive payment from the employer while not at work

Yes ☐

No ☐

If you answered YES, please indicate the amount received

If you answered YES to the previous question, what was the nature of the payment received from the employer

☐ sick leave ☐ gratuitous ☐ or other

If you answered OTHER, please indicate the nature of the payment

15 EMPLOYER'S DETAILS

Please provide the following details regarding the injured's / deceased's employment.

Name of employer

Postal Address

Telephone number

Contact person

Employee number

Kindly indicate the basis of employment -

☐ Permanent ☐ Temporary

☐ Casual ☐ Contract

If the employment is (or was) on a temporary/ casual or contractual basis please indicate:

Date of commencement

Date of expiry

16 PROOF OF INCOME

To assist the RAF with the processing of the claim, for past and / or future loss of income, please indicate the documents you can provide to confirm the injured's / deceased's earnings.

☐ Payslips

☐ Most recent tax return

☐ Printout of payments from employer

☐ Bank statements

☐ Other. Please specify:

☐ None of the above

(Kindly attach copies of the documents identified by you to this claim form).

Tax reference Number

[Handwritten signature]

THIRD PARTY CLAIM FORM



RAF 1

17 SELF EMPLOYED CLAIMANTS

If the injured / deceased was self employed please complete the following details:

Business name:

Nature of business:

Business address:

Identify the applicable legal entity in respect of the injured / deceased business-

- ☐ sole trader ☐ partnership ☐ trust ☐ close corporation ☐ company
☐ other - specify

If applicable, kindly furnish the Company / Close Corporation / Trust registration number of the business

Has the injured / deceased / business lodged tax returns during last 3 financial years

☐ Yes ☐ No

If you answered YES, please attach copies of those tax returns to this claim form

If you answered NO, please attach income and expenditure statements / bank statements for the business, for the past 3 years or for such shorter period that the injured / deceased has been in business.

18 CLAIMS FOR LOSS OF SUPPORT

Please furnish the requested details of all the persons who, at the time of death, were dependent on the deceased for support

Dependant 1

Name
Date of birth
ID Number
Relationship
Reason for dependence

Dependant 2

Name
Date of birth
ID Number
Relationship
Reason for dependence

Dependant 3

Name
Date of birth
ID Number
Relationship
Reason for dependence

Dependant 4

Name
Date of birth
ID Number
Relationship
Reason for dependence

Dependant 5

Name
Date of birth
ID Number
Relationship
Reason for dependence

Note: As proof of the relationship between the deceased and the particular dependent please attach certified copies of the relevant documentation, i.e. marriage certificate, unabridged birth certificate, adoption court order, etc.

(Should this claim form not provide enough space to list all the dependants kindly list the remaining dependants on a separate page to be attached to this claim form)

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SPM

THIRD PARTY CLAIM FORM



RAF 1

19 COMPENSATION CLAIMED

Kindly indicate with an "X", in the space provided, the type(s) of compensation claimed as well as the exact amount claimed in respect of each type

Type(s) of Compensation Claimed	Amount Claimed
<input type="checkbox"/> Emergency medical treatment	R 10 000.00
<input type="checkbox"/> Non-emergency medical treatment	R 10 000.00
<input type="checkbox"/> Future medical expenses	R 300 000.00
<input type="checkbox"/> Past loss of income	R
<input type="checkbox"/> Future loss of income	R 500 000.00
<input type="checkbox"/> Past loss of support	R
<input type="checkbox"/> Future loss of support	R
<input type="checkbox"/> Funeral expenses (attach specified invoices)	R
<input type="checkbox"/> Non- pecuniary loss (general damages) *	R 500 000.00

Total Amount Claimed R 1320 000.00

* If this claim includes a claim for non-pecuniary loss (general damages) please furnish the RAF with a serious injury assessment report as prescribed in the regulations.

20 SUBSTANTIAL COMPLIANCE

Please complete the following information to validate your claim for substantial compliance with Section 24 of the RAF Act.

1. The identity (of the injured.) - (paragraph 1).
2. The date and place of accident (paragraph 5)
3. Identify the insured motor vehicles (paragraph 6 / 7 and 8).
4. A completed statutory medical report (paragraph 22);
5. Amount claimed as compensation (paragraph 19);
6. Attach accounts, vouchers, invoices etc. to support your claim for medical expenses;
7. Complete this form as prescribed in Section 24 of the RAF Act.
8. In the event that loss of support or funeral expenses are claimed provide documentary proof of the death of the deceased; and
9. Should the space provided in this claim form be insufficient to answer any question you are welcome to attach a further page to this claim form in which such further information can be provided to the RAF.
10. Should you require any assistance with the completion of this claim form please feel free to contact the RAF on ShareCall number 0860 2355 23.

[Handwritten signature]

**21 DECLARATION AND CONSENT**

The Consent granted to the Road Accident Fund (RAF) in this paragraph authorises the RAF to obtain copies of any records and to access any information which relates to this claim for compensation and to contact any person or entity for purposes of obtaining or verifying such information and /or documentation.

I, Lesedi Dikeledi Mautla (name and surname of claimant),
declare that, to the best of my knowledge, the information provided in this Third Party Claim Form is true and correct in every respect; and

I confirm that I am claiming compensation:

~~in my personal capacity as a result of injuries I sustained in the accident, alternatively~~

~~in my personal and / or representative capacity as _____ (state capacity) on behalf of _____ (name and surname of injured) who sustained injuries in the accident; alternatively~~

~~In my personal and / or representative capacity as _____ (state capacity) of _____ (state name of the deceased) who died as a result of the injuries sustained in the accident.~~

(Indicate, and if applicable complete, the applicable statement above)

I hereby consent to the release, to the Road Accident Fund, of copies of all documentation and /or information, including, but not limited to, documentation and /or information of a medical or financial nature, in the possession of any person or entity, which documentation or information, in any way, relates to this claim for compensation arising from the motor vehicle accident detailed in the claim form

I further consent to, and authorise, the Road Accident Fund to contact any person or entity for purposes of obtaining or verifying such information and /or documentation.

Signature of the Claimant

Signature of the Witness

THIRD PARTY CLAIM FORM



RAF 1

22 MEDICAL REPORT:

Section 24(2)(a) provides that this report shall be completed by the medical practitioner who treated the injured or deceased person for the bodily injuries sustained by him/her in the accident from which this claim arises

1. DETAILS OF PATIENT

Name

Lesedi Dikeledi

Surname

Mautla

ID number

020125 0563 081

Date of birth

2002/01/25

2. PAST EMERGENCY MEDICAL TREATMENT

Note that, in terms of the regulations, emergency medical treatment is defined as "...the immediate, appropriate and justifiable medical evaluation, treatment and care required in an emergency situation in order to preserve the person's life or bodily functions, or both"

Did the patient receive emergency medical treatment, as defined

☐

Yes

☒

No

If you answered YES, please furnish the following information in respect of such treatment -

What was the nature of the treatment?

☒

Emergency transport

☒

Hospital care

☐

ICU

☐

Other, if other please indicate nature of the treatment

ICD 10 Code

Treatment plan

Conservative surgery for pinna laceration left ear.

Kindly furnish the ICD 10 codes applicable to the emergency medical treatment provided to the patient and motivate why the treatment is viewed as emergency medical treatment. Should the space provided in this claim form be insufficient to answer any question attach a further page(es) to this claim form in which such further information can be provided to the RAF.

[Handwritten signature]

THIRD PARTY CLAIM FORM



RAF 1

MEDICAL REPORT

3. PAST NON-EMERGENCY MEDICAL TREATMENT

Note that all medical evaluations and treatment that fall outside the prescribed definition of emergency medical treatment, is non-emergency medical treatment.

Did the patient receive non-emergency medical treatment?

☐ Yes

☒ No

If you answered YES, please furnish the following information in respect of such treatment.
In the schedule below, kindly identify the specific ICD 10 code(s) applicable and describe the treatment administered

ICD 10 Code

nil

Treatment plan

nil

4. PRE-EXISTING MEDICAL CONDITIONS

Did the patient suffer from any pre-existing condition(s) (injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment).

☐ Yes

☒ No

If you answered YES, please identify the pre-existing condition(s), furnish the applicable ICD 10 code(s) (if such a code exists) and describe the impact of the injury(ies) sustained in the accident on such pre-existing condition(s)

Pre-existing condition

nil

ICD 10 Code

nil

Impact of accident

nil

THIRD PARTY CLAIM FORM



RAF 1

MEDICAL REPORT:

5. FUTURE MEDICAL TREATMENT

Is the patient currently receiving ongoing medical treatment for the injury(ies) sustained in the accident, or is it foreseen that the patient would require future medical treatment for such injury(ies)

☐ Yes

☒ No

If you answered YES, please furnish the name(s) and contact number(s) of the service provider(s) who will be rendering treatment, future treatment.

6. MEDICAL TREATMENT IN MEDICAL FACILITY/HOSPITAL

Was the patient admitted to a medical facility / hospital as a result of the injury(ies) sustained in the accident, or did he patient receive treatment at a medical facility / hospital for such injury(ies)

☒ Yes

☐ No

If you answered YES, please furnish the name(s) and contact number(s) of the hospital / facility, and if admitted, the date admitted and date discharged

Name of Hospital / Facility

Star Biko hospital

Patient ID
Contact number

Matr 0277/2

Date admitted

2017/06/06

Date discharged

7. MEDICAL PRACTITIONERS DETAILS

Name

Christopher

Surname

Mshwana

Qualifications

MBChB, CME

Practice Number (HPCSA and/or BHF)

053514, 0146447

Telephone number

011 9070334

Facsimile number

0865139851

Cell number

0762206979

Postal address

P.O. Box 782527
Sandton
2146

Physical address

OTAC
Alberton city mall medical
JHB.

2 Jm

THIRD PARTY CLAIM FORM



RAF 1

DECLARATION

DECLARATION

I hereby declare that to the best of my knowledge and belief the information set out in this medical report is true and correct in every respect.

Signature of medical practitioner

A handwritten signature in black ink, appearing to be 'C. Mushwana'.

DR. C. MUSHWANA
TEL: (081) 460 3227
FAX: (086) 513 9851

20-08-2020

**INDEPENDENT MEDICAL
EXAMINER**

Signed at

DJAC

Date

2020/08/20

A large, stylized handwritten number '2' in black ink.

SPM



health and
social development
Department of Health and Social Development
GAUTENG PROVINCE

REGISTRATION FORM

Practice No: PR05610010208957

GAUTENG

TSHWANE DISTRICT HOSPITAL



Patient Details

Patient ID: MAU0277/2
Title: MS
Surname: MAUTLA
First Names: LESEDI
Date of Birth: 2002/01/25
Marital Status: SINGLE
Gender: FEMALE
Ethnicity: AFRICAN
ID Number: NONE
Housing: FLAT
Citizenship: SOUTH AFRICA
Employment Status: UNEMPLOYED
Family Income: Motor Vehicle Accident
Hospital Classification: P(MVA)

Residential Address: 89 VLOK&SPUY STREET UNISON FLATS
SUNNYSIDE
PRETORIA
0002
Tel: 0790676151 Fax: 079 818 7856

Employer:

0000
Tel: Fax:

Next of Kin: PARENT
MARY / FREDDY
89 VLOK&SPUY STREET UNISON FLATS
SUNNYSIDE
PRETORIA
0002
Tel: 0790676151 Fax: 079 818 7856

	Weekly	Monthly	Annually
Bread winner:			
Other:			

Patient File Number: MAU0277

Particulars of Registration

Visit Date: 2017/06/06 Description: NORMAL H CLASSIFICATION
Visit No: 1112373 Service Point: ADMISSIONS
Referred By: OTHER Visit Type: EMERGENCY TREATMENT
Physician: DR NKUSI Time of Arrival: 10:08
User: SOPHIA.M

Particulars of Account Liability Party

ID Number: 7704210473088
Acc Holder: MAU0277
Name: MAUTLA
Employment: BYTES CONNECT
Med. Scheme: NONE
Contact:
Benefit From: 1900/01/01 12:00:00AM
Member No:
Telephone:
Auth. No.:

MLR

Billing Address: 89 VLOK&SPUY STREET UNISON FLATS
SUNNYSIDE
PRETORIA
0002
Residential Address: 89 VLOK&SPUY STREET UNISON FLATS
SUNNYSIDE
PRETORIA
0002
Employer: BYTES CONNECT
141 REPUBLIC&BRAAN FISCHER
RANDBURG
2194
Tel: (011)289-3000 Fax:

Details of Friend or Relative:

Address: Telephone No (H): Telephone No (W):

Accident Details Or Details of accompanying person :
Date of Accident : 2017/06/06 Time of Accident : 10:08 Place of Accident : SCHOEMAN& EASTWOOD
Brought In By: SMART MEDICS Vehicle Registration:
TPH Case Number :

Patient Conscious ☒ YES ☐ NO Patient Intoxicated : ☒ YES ☐ NO Signature:

The nature of the illness of the patient may be disclosed for accounting purpose:

ADM officer: MOTSHEGOA SOPHIA

Date: 2017/06/06

Patient Signature: X

For Office Use Only :

ADM Officer: MOTSHEGOA SOPHIA

Signature:

I hereby certify that the above mentioned particulars furnished by me are to the best of my knowledge correct. If not patient state particulars Fullname: LEEUW MAUTLA
Date: 06/06/17 Address: GERARD MOORUK STREET
Relationship: SUNNYSIDE Signature:

HEAD OFFICE
31 Sister Baumgarten St
Westview
Pretoria west 0183
Emergency No.: 072 456 5256
Office no.: 087 260 1624
Email.: info@smartmedics.net

PATIENT REPORT FORM



Smart for your life

6/07
557

PATIENT DETAILS				INCIDENT DETAILS			
SURNAME: <u>Makgwa</u>				DATE: <u>2007/01/25</u>			
FIRST NAME: <u>Lesedi</u>				INCIDENT TYPE: <u>1</u>			
ID/DOB: <u>2007/01/25</u>				CREW: <u>1</u>			
ADDRESS: <u>605 Dentsline</u>				QUAL: <u>1</u>			
CONTACT NUMBER: <u>079 0676 151</u>				HPCSA NO: <u>1</u>			
INCIDENT LOCATION: <u>Sunnyside</u>				CALL SIGN: <u>1</u>			
RECEIVING FACILITY: <u>1</u>				TANGO STATUS: <u>1</u>			
MED AID: <u>1</u>				TIME: <u>1</u>			
MAIN MEMBER: <u>1</u>				KILOMETERS: <u>1</u>			
ID NUMBER: <u>1</u>				MOBILE: <u>1</u>			
NEXT OF KIN: <u>1</u>				SCENE: <u>1</u>			
ADDRESS: <u>1</u>				DEP SCENE: <u>1</u>			
TEL/CELL: <u>079 0676 151</u>				DESTINATION: <u>1</u>			
RELATIONSHIP: <u>1</u>				HANDOVER: <u>1</u>			
CLINICAL NOTES: <u>1</u>				AVAILABLE: <u>1</u>			
HISTORY/MECHANISM OF INJURY: <u>1</u>				TOTAL: <u>1</u>			
ASSISTANCE FROM: <u>1</u>				QUAL: <u>1</u>			
CREW: <u>1</u>				HPCSA: <u>1</u>			
CALL SIGN: <u>1</u>				AMB: <u>1</u>			
PROCEDURES: <u>1</u>				PRV: <u>1</u>			
GENERAL: <u>1</u>				AIRWAY: <u>1</u>			
DRESSING: <u>1</u>				OXYGEN L/M: <u>1</u>			
C.COLLAR: <u>1</u>				PERCENTAGE: <u>1</u>			
SPINE BOARD: <u>1</u>				CHEST DEC: <u>1</u>			
SPIDERHARNES: <u>1</u>				FLEX: <u>1</u>			
SLINT/TRAC3: <u>1</u>				SIZE: <u>1</u>			
BLANKET: <u>1</u>				COMBI: <u>1</u>			
KED: <u>1</u>				ET/TUBE: <u>1</u>			
INFUSION(S): <u>1</u>				SIZE: <u>1</u>			
TYPE: <u>1</u>				LMA: <u>1</u>			
SITE: <u>1</u>				VENT: <u>1</u>			
VOL: <u>1</u>				TIME: <u>1</u>			
SIGN: <u>1</u>				SIGN: <u>1</u>			
MEDICATION(S): <u>1</u>				DOSE: <u>1</u>			
TYPE: <u>1</u>				ROUTE: <u>1</u>			
DOSE: <u>1</u>				TIME: <u>1</u>			
ROUTE: <u>1</u>				SIGN: <u>1</u>			
LEVEL OF CARE: <u>1</u>				BLS: <u>1</u>			
BLS: <u>1</u>				M/ICU: <u>1</u>			
M/ICU: <u>1</u>				N/ICU: <u>1</u>			
N/ICU: <u>1</u>				OTHER: <u>1</u>			
OTHER: <u>1</u>				MANAGED BY: <u>1</u>			
HANDLED OVER TO: <u>1</u>				NAME: <u>1</u>			
NAME: <u>1</u>				QUAL: <u>1</u>			
QUAL: <u>1</u>				SIGNATURE: <u>1</u>			
SIGNATURE: <u>1</u>				SIGNATURE: <u>1</u>			
COMMENTS: <u>1</u>				COMMENTS: <u>1</u>			
AUTHORIZATION NO: <u>1</u>				AUTHORIZATION NO: <u>1</u>			
TERMS AND CONDITIONS: <u>1</u>				TERMS AND CONDITIONS: <u>1</u>			
I hereby acknowledge that the				I hereby acknowledge that the			
Treatment and transportation noted on this document is correct and received. I				Treatment and transportation noted on this document is correct and received. I			
accept responsibility for all payments.				accept responsibility for all payments.			
Signature: <u>1</u>				Signature: <u>1</u>			
TREATMENT, REFUSED: <u>1</u>				TREATMENT, REFUSED: <u>1</u>			
NAME: <u>1</u>				NAME: <u>1</u>			
SIGN: <u>1</u>				SIGN: <u>1</u>			
WITNESS: <u>1</u>				WITNESS: <u>1</u>			
SIGN: <u>1</u>				SIGN: <u>1</u>			
SMART MEDICS TREATMENT DECLINED: <u>1</u>				SMART MEDICS TREATMENT DECLINED: <u>1</u>			
Refusal of transportation / treatment:				Refusal of transportation / treatment:			
I confirm that I have refused the treatment offered to me by SMART MEDICS Crews, I hereby				I confirm that I have refused the treatment offered to me by SMART MEDICS Crews, I hereby			
Release SMART MEDICS from any liability and indemnity and hold SMART MEDICS harmless				Release SMART MEDICS from any liability and indemnity and hold SMART MEDICS harmless			
against all medical complications arising from / related to my medical conditions. I have been				against all medical complications arising from / related to my medical conditions. I have been			
told the possible consequences of such refusal to accept treatment.				told the possible consequences of such refusal to accept treatment.			

BILLING TYPE

MEDICAL AID
R.A.F.
WCA
PRIVATE

SMART MEDICS TREATMENT DECLINED
Refusal of transportation / treatment:
I confirm that I have refused the treatment offered to me by SMART MEDICS Crews, I hereby
Release SMART MEDICS from any liability and indemnity and hold SMART MEDICS harmless
against all medical complications arising from / related to my medical conditions. I have been
told the possible consequences of such refusal to accept treatment.

**STEVE BIKO ACADEMIC HOSPITAL:
EMERGENCY DEPARTMENT**

ADULT TRIAGE

DATE: 6/6/17
TIME: 09h24

Patient details:

Name: ~~Adrian Bonat~~
Age: 15 **Gender:** M / F
Brought by: Own transport / Ambulance

Living Area: Lebedi Matuluwa

Chronic illness / Medications:

Allergies:
History / Current complaint: Involved in MVA.
① LOC ② Confusion - pt able to recall All information.

EMERGENCY

Obstructed airway - not breathing	
Seizure - current	
Burn - facial / inhalation	
Hypoglycaemia - glucose less than 3	
Cardiac arrest	

VERY URGENT

High energy transfer (severe mechanism of injury)	
JSB - acute	
Level of consciousness reduced / confused	
Coughing blood	
Chest pain	
Stabbed neck	
Haemorrhage - uncontrolled (arterial bleed)	
Seizure - post ictal	
Focal neurology - acute (stroke)	
Aggression	
Threatened limb	
Eye injury	
Dislocation of larger joint (not finger or toe)	
Fracture - compound (with a break in skin)	
Burn over 20%	
Burn - electrical	
Burn - circumferential	
Burn - chemical	
Poisoning / Overdose	
diabetic - glucose over 11 & ketonuria	
Vomiting fresh blood	
Pregnancy and abdominal trauma	
Pregnancy and abdominal pain	
Severe pain	

URGENT

Haemorrhage - controlled	
Dislocation of finger or toe	
Fracture - closed (no break in skin)	
Burn - other	
Abdominal pain	
diabetic - glucose over 17 (no ketonuria)	
Vomiting persistently	
Pregnancy and trauma	
Pregnancy and PV bleed	
Moderate pain	

Vital data:

	1	2
HR	87	
BP	121/91	
RR	18	
SATS	98%	
TEMP	36	
AVPU	Awake	

Other tests

Urine	
BHCG (preg.)	
Bloodglucose	

(please encircle the score)

	3	2	1	0	1	2	3
Mobility				Walking	With Help	Stretcher/Immobile	
RR		less than 9		9-14	15-20	21-29	more than 30
HR		less than 41	41-50	51-100	101-110	111-129	more than 130
SBP	less than 71	71-80	81-100	101-199		more than 199	
Temp		less than 35		35-38.4		38.5 or more	
AVPU				Alert	Reacts to Voice	Reacts to Pain	Unresponsive
Trauma				No	Yes		
over 12 years / taller than 150cm							

Triage scoring

Score (Triage Nurse)		Prelim Colour (Nurse)		Final Colour (Doctor)	
Rx Name	Dose	Route	Time	Given time	
				Given Dose	
				Sign	

Signature: Nurse: _____

Doctor's notes:

A: Self-maintained Talking
① C spine tenderness

B: GAEB ② Distress

C: Well perfused GCS 15/15

③ Pallor Apyrexial.

O/E: Abdo SNT ④ B/S

Abdomen ⑤ Cheek, into

ear G Active bleeding from GAR.

G CSF leak.

pt shown to Consultant Dr Lalloo -

needs neuro abs, not for CTB.

(P) TDM for further Mx.

Time: 09h25

Doctor's Name: Fatela

Signature: _____



Emergency Medicine
Tshwane District Hospital
Private Bag X179
Pretoria
0001
Tel: 012 354 1000

H197

TSHWANE DISTRICT HOSPITAL
Pat ID: MAU0277/2 Class: P(MVA)
Name: MS MAUTLA
LESEDI
DOB: 2002/01/25 Sex: FEMALE
DOA 2017/06/06 Ward:
NORMAL H CLASSIFICATION
MAU0277 DR NKUSI

In Unit	Seen	S.I.-1	S.I.-2	D/c or Cx	CX-T	Out Unit

History/Complaints

19 yr old female
M/C: involved in MVA
- Parthol spine + head
- blood in Ear

Vital Data

Time				
BP				
P/min.				
R.T.				
Temp.				
GCS				
Pupils				

Examination

CVS: S1, S2
Resp: clear
A&P: SN

Ear: blocked,
bloody
Not actively
bleeding

Small lacerations on
ear lobe

Difficult to see
membrane

Special Investigations

Diagnosis / Problems

Treatment / Plan

X-rays: No chvs
H/O or
dislocations

SN

Send to audiology
for evaluation
DR Ramagani
D/C: TIA
ENT: A. P. D. D. A.

to ENT 8 Nov
2017
7/06/2017
level 6

Referred to:
(dept.)

Signature and Print:
Qualifications:

Dr. M. Burger
MP 0805637
MBChB

ATS - TF S&S

TSHWANE DISTRICT HOSPITAL
PATIENT OBSERVATION
 Pat ID: MAU0277/2 Class: P(MVA)
 Date: Name: MS MAUTLA
 Patient Name: LESEDI
 Time of arrival: DOB: 2002/01/25 Sex: FEMALE
 Ambulance no.: DOA 2017/06/06 Ward:
 NORMAL H CLASSIFICATION

EMERGENCY DEPARTMENT
 Allergy: Unknown
 Diagnosis: MVA → Confusion, laceration on (L) ear, upper (L) eye & (L) cheek

GENERAL			PROCEDURES			Suctioned			Peripheral 2			BLOODS		
A	H		A	H		A	H		A	H		A	H	
		Dressing			G Lavage			Bloodgas			Intraosseous			Limbs arms
		Splints			IC Drain			Oximeter			Femoral			Limbs legs
		Traction			others			CIRCULATION	A	H	Others			Others
		Collar						Cardiac monitor						
		Kenrich			AIRWAYS	A	H	Rhythm			X-RAYS	A	H	Glucose
		Spine			Satisfactory			CPR			C-Spine			U+e
		Scoop			Intubated			Defib/Cardio			Chest Sup			Drugs
		Head		mm			ECG 12 Lead			Chest erct			Compact
		NG Tube			O ²L/min			IV LINES	A	H	Pelvis			Trop I
		Foley		% mask			CVP			Abdomen			Cardiac E
		Supra			Ventilated			Peripheral			Skull			PI/PTT

MEDICATION									
NAME	DOSE	ROUTE	TIME	Time Dose	Sign				
1. Tramal Ketorolac 50mg IM	10/1/2018	50mg	IM	50mg	50mg				
2.									
3.									
4.									
5.									
6.									
7.									
8.									

Dr. Cardeano
 MP-0605001
 MBCHB

PREScribing DOCTOR

INTAKE					BLOOD PRODUCTS ADMINISTRATION						
IV Fluids	Site	Vol.	Start.	Stop	Unit Number	Vol.	Start.	Stop	Expire	Group	Signature
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
Total fluid intake					Total blood intake						
					Units						

HEMODINSMIC OBSERVATIONS

Time		0700	10410											
	190													
	180													
	170													
120mmg	160													
	150													
	140													
BP	130	123												
	120													
	110		107											
	100													
80mmg	90													
	80													
	70													
Pulse Rate: X	60	69	63											
	50													
	40													
	30													
Pulse		32	133											
Temperature		36.9	36.8											
Chest Pain		110	0110	110	110	110	110	110	110	110	110	110	110	110
Capillary refill sec														
Glucose mmol														
CVP														
SaO ² %		98/10	99/10											
Mode		RA	R/A											
Pt/Ventilator rate		18	16											
FIO ² L/min		Self	Self											
Tidal volume														
Minute volume														
Airway pressure														
Peep														
Pupil Size: L														
	R													
Pupil reaction: L														
	R													
G: Eye opening		18												
C: Motor Response														
S Verbal response														
Limb: Arm L/R		15												
Leg L/R														
Hot														
Hb														
PH														
PCO ₂														
Po ₂														
HCO ₂														
SEB														
SaO ₂														
Shunt														
Urine output ml														
Ketones														
PH														
Blood														
Protein														
Leukocytes														
Glucose														
Others														

Motor Vehicle Accident (MVA)

3/1/10

	SURNAME	SPECIALTY	TIME CALLED	TIME ARRIVED	ORDERS
Cas. Dr.					
Nurse 1	MATOUA			09:30	
Nurse 2					
Nurse 3					
Ward Staff					

DATE/TIME	CARDEX	SIGNATURE
06/06/17 09:30	A 16 year old female pa began came in fully awake and breathing spontaneously on room air. Patient confu- sed and not saying things that make sense and really obeying command. patient's medical history not acquired as patient confused. patient's vitals monitored and recorded as follows - B/P - 123/69 P-R bpm R-186pm T-36.9°C Patient awaiting to be seen and record. Patient can mobilise well.	
09:40	Pat assessed by Py De Villiers and other student doctor's team sent patient to SBA for fur- ther assessment. Taken by para- medics, family members present as well.	
10:20	Patient back from SBAH. Para- medics and family members reported patient seen and as- sessed by the doctor, sent them back to Tshwane. Awaiting to be seen by paramedics.	
201706105	Patient was complaining of	
10:30	patient reported to have Candida - oral Thrush sore - prescribed med	
201706106	Patient was complaining of	
10:50	Burges - 1st 8th Floor - 1st	
201706106	Patient 1st 8th Floor - 1st	
11:15	patient was complaining of	
	patient was complaining of	

$\frac{d}{dt} \left(\frac{1}{2} m v^2 + U(r) \right) = 0$

	SURNAME	SPECIALTY	TIME CALLED	TIME ARRIVED	ORDERS
Cas. Dr.					
Nurse 1					
Nurse 2					
Nurse 3					
Ward Staff					

[illegible]

PROGRESS NOTE

.....Hospital Ward..... Date admitted

PATIENT	PATIENT'S No.	AGE
---------	---------------	-----

Date	Progress note	Investigations and results
------	---------------	----------------------------

6/6/2017 Audiometry: TM not visualized,
but Ear canal not filled
with blood.
⑦ Mother to phone if
problems persists.

ABreed (SLT + AUD)
STAC003127

Ishtwano Dr. M. M. M. L.
Private Bag x 179, Protea 0001

2000 . 00 . 10

SD 3rn

10/03

81/508141
TPH.820

DEPARTEMENT RADIOLOGIE/DEPARTMENT OF RADIOLOGY
MAG SLEGS DEUR GENEESHEER VOLTOOI WORD/MAY ONLY BE COMPLETED BY A DOCTOR

TSHWANE DISTRICT HOSPITAL		Rô No.:	
Pat ID: MAU0277/2	Class: P(MVA)	HOSPITAL	
Name: MS MAUTLA		LOPEND WALKING <input checked="" type="checkbox"/>	BED VERVOER BED TRANSPORT <input type="checkbox"/>
HLESEDI		STOEL CHAIR <input checked="" type="checkbox"/>	DOEN IN SAAL DO IN WARD <input type="checkbox"/>
DOB: 2002/01/25	Sex: FEMALE		
DOA 2017/06/06	Ward:		
St NORMAL H CLASSIFICATION		VOORHEEN GERADIOGRAFFIEER/ PREVIOUSLY RADIOGRAPHED	JA/ YES <input type="checkbox"/> NEE/ NO <input type="checkbox"/>
MAU0277	DR NKUSI	ION	AFDELING/ WARD
VORIGE Rô ONDERSOEK MET DATUMS/ PREVIOUS Rô EXAMS WITH DATES			
VOLLEDIGE KLINIESE BEVINDINGS EN INDIKASIE VIR AANVRAAG/ COMPLETE CLINICAL FINDINGS INDICATIONS FOR REQUEST			
MVA (C1)			
ONDERSOEK AANGEVRA/ EXAMINATION REQUESTED			
L-SPIN			
IS PASIENT MOONTLIK SWANGER? IS PATIENT POSSIBLY PREGNANT?	JA/ YES <input type="checkbox"/>	NEE/ NO <input checked="" type="checkbox"/>	DEPARTEMENTSHOOF HEAD OF DEPARTMENT
VERSLAG/REPORT	JA/ YES <input type="checkbox"/>	NEE/ NO <input type="checkbox"/>	PRIVAAT PASIENT : RADIOLOOG PRIVATE PATIENT : RADIOLOGIST
VERWYSENDE GENEESHEER (Drukskrif) REFERRING DOCTOR (Please Print)	HANDTEKENING EN DATUM SIGNATURE AND DATE		
KONTAK NOMMER/CONTACT NUMBER	VIR DEPARTEMENT RADIOLOGIE/ FOR DEPARTMENT OF RADIOLOGY		
AANKOMS (A) VERTREK (D) VAN PASIENT ARRIVALS (A) DEPARTURE (D) OF PATIENT RADIOGRAAF/RADIOGRAPHER	DATUM VAN ONDERSOEK DATE OF EXAMINATION		STUDENT: VOLLE NAAM/FULL NAME
DEURLIGTINGSTYD/SCREEN TIME AANTAL BELIGTINGS/ No. OF EXPOSURES	FILMS: GROOTTE EN GETAL/FILMS: SIZE AND NUMBER		
X9	18 X 24	24 X 30	35 X 35
	18 X 43	30 X 40	35 X 43
KONTRAS TOEGEDIEN EN STERKTE/ CONTRAST ADMINISTERED AND STRENGTH	HOVEELHEID EN STERKTE/ AMOUNT AND STRENGTH		

D
Ern

VOORSKRIF · PRESCRIPTION

TSHWANE DISTRICT HOSPITAL
 Pat ID: MAU0277/2 Class: P(MVA)
 Name: MS MAUTLA
 LESEDI
 DOB: 2002/01/25 Sex: FEMALE
 DOA 2017/06/06 Ward:
 NORMAL H CLASSIFICATION

-HOSPITAAL
HOSPITAL

AFDELING
WARD

Pasiëntnommer
Patient's number

Ouderdom
Age

Indeling
Classification

MAU0277

DR NKUSI

Voorskrif besonderhede
Details of prescription

Hoev. uit.
Qty. issd

Apteker
Pharmacist

Datum
Date

2017/6/6

Paracetamol 10 id's

of ekwivalent

or equivalent

Acetylsalicyl 500mg 10 id's

of ekwivalent

or equivalent

of ekwivalent

or equivalent

08/06/17

④

7clm ibuprofen 200mg

of ekwivalent

or equivalent

②

7clm Paracetamol 10 id's

of ekwivalent

or equivalent

②

7clm Flucloxacillin 250mg

of ekwivalent

or equivalent

①

7clm Buscopan 20mg

of ekwivalent

or equivalent

①

7clm Buscopan 20mg

of ekwivalent

or equivalent

of ekwivalent

or equivalent

of ekwivalent

or equivalent

of ekwivalent

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of ekwivalent

or equivalent

Dr. M. Burger
MP 10000007
MECHS

As die woorde "of ekwivalent" nie deur die voorskrywer geskrap word nie, dui dit aan dat die goedgekeurde generiese ekwivalent uitgereik mag word.
 If the words "or equivalent" are not deleted by the prescriber, this will indicate that the approved generic equivalent may be supplied.



GAUTENG PROVINCE
HEALTH
REPUBLIC OF SOUTH AFRICA

TSHWANE DISTRICT HOSPITAL
ADULT TRIAGE

DATE: 08/6/17
TIME: 12h20

Name: Mautla Lesedi Age: 15 Gender: M/F

Address: Brought by: Own Transport / Ambulance

Chronic illness / Medications: None

Allergies: Nil known

History / Current complaint: MVA on Tuesday seen at casualty
still complaining of pain back, vomited yesterday
and having abdominal pains.

EMERGENCY
Obstructed airway - not breathing
Seizure - current
Burn - Facial/inhalation
Hypoglycaemia - glucose <3
Cardiac arrest
VERY URGENT
High energy transfer (severe mechanism of injury)
Shortness of breath - acute
Reduced LOC/confused
Coughing blood
Chest pain
Stabbed neck
Haemorrhage - uncontrolled (arterial bleed)
Seizure - post ictal
Focal neurology - acute (stroke)
Aggression
Threatened limb
Eye injury
Dislocation of large joint
Fracture - open
Burn - over 20%
Burn - electrical
Burn - circumferential
Burn - chemical
Poisoning/overdose
DKA - glucose > 11 + ketonuria
Vomiting fresh blood
Pregnancy and abdominal pain
Severe pain
URGENT
Haemorrhage - controlled
Dislocation of finger/toe
Fracture - closed
Burn - other
Abdominal pain
Diabetic - glucose > 37
Vomiting Persistently
Pregnancy and pv bleed
Moderate pain

VITAL DATE:	
HR	96
BP	97/62
RR	
SATS	96
TEMP	
AVPU	A

OTHER TEST:	
Urine	
BHCG	
HGT	

	3	2	1	0	1	2	3
Mobility				Walking	With Help	Stretcher	Immobile
RR		<9		9-14	15-20	21-29	
HR		<41	41-50	51-100	101-110	111-120	
SBP	<71	71-80	81-100			More than 130	
Temp		Cooler than 37				Hotter than 38.5	
AVPU		Confused		Alert	Reacts to voice	Reacts to pain	Unresponsive
Trauma				No	Yes		
Over 12 Years / taller than 150cm							

TRIAGE SCORING:

COLOUR	RED	ORANGE	YELLOW	GREEN	BLUE
PRIORITY	IMMEDIATE	VERY URGENT	URGENT	DELAYED	DEAD
TEWS	<1	5-6	3-4	0-2	
Triage Nurse	uhs			Yellow Colour	Green
Triage Doctor				Final Colour	

DOCTOR'S NOTES:

A: MVA with Abdominal Pain	PLAN:
B: Heelside	
C: Abdominal Pain	TIME:
O/E: D133mm	DRS NAME: Dr. M. M. M. M.
ENT = Cream	SIGN: [Signature]

2 1 2 x my [Signature]

DEPARTEMENT RADIOLOGIE/DEPARTMENT OF RADIOLOGY
MAG SLEGS DEUR GENEESHEER VOLTOOI WORD/MAY ONLY BE COMPLETED BY A DOCTOR

HOSPITAAL/HOSPITAL		R6 No.:					
PASIËNT/PATIENT:		LOPEND WALKING	<input type="checkbox"/>	BED VERVOER BED TRANSPORT	<input type="checkbox"/>	DRAAGBAAR STRETCHER	<input type="checkbox"/>
HOSP. No.:		STOEL CHAIR	<input type="checkbox"/>	DOEN IN SAAL DO IN WARD	<input type="checkbox"/>		
GESLAG/ SEX	OUDERDOM/ AGE	INDELING/ CLASSIFICATION	AFDELING/ WARD	VOORHEEN GERADIOGRAFFEER/ PREVIOUSLY RADIOGRAPHED	JA/ YES	NEE/ NO	
VORIGE R6 ONDERSOEK MET DATUMS/PREVIOUS R6 EXAMS WITH DATES							
VOLLEDIGE KLINIESE BEVINDINGS EN INDIKASIE VIR AANVRAAG/COMPLETE CLINICAL FINDINGS INDICATIONS FOR REQUEST							
ONDERSOEK AANGERA/EXAMINATION REQUESTED							
IN PASIËNT MOONTLIK SWANGER? IS PATIENT POSSIBLY PREGNANT?							
JA/ YES		NEE/ NO	DEPARTEMENTSHOOF HEAD OF DEPARTMENT				
VERSLAG/REPORT		JA/ YES	NEE/ NO	PRIVAAT PASIËNT: RADIOLOOG PRIVATE PATIENT: RADIOLOGIST			
VERWYSENDE GENEESHEER (Drukskrif) REFERRING DOCTOR (Please Print)				HANDTEKENING EN DATUM SIGNATURE AND DATE			
KONRAK NOMMER/CONTACT NUMBER							
VIR DEPARTEMENT RADIOLOGIE/FOR DEPARTMENT OF RADIOLOGY							
AANKOMS (A) VERTREK (D) VAN PASIËNT ARRIVAL (A) DEPARTURE (D) OF PATIENT			RADIOGRAAF/RADIOGRAPHER		DATUM VAN ONDERSOEK DATE OF EXAMINATION		
			(ABH35 (D) 13605)		STUDENT: VOLLE NAAM/FULL NAME		
DEURLIGTINGSTYD/SCREEN TIME AANTAL BELIGTINGS/No. OF EXPOSURES				FILMS: GROOTTE EN GETAL/FILMS: SIZE AND NUMBER			
				18 X 24			
				24 X 30			
				35 X 35			
				18 X 43			
				30 X 40			
				35 X 43			
KONTRAS TOEGEDIEN EN STERKTE/ CONTRAST ADMINISTERED AND STRENGTH				HOEEVELHEID EN STERKTE/ AMOUNT AND STRENGTH			



07.06.2017

TSHWANE DISTRICT HOSPITAL
Class: B(MYA)

Pat ID: MAU027712

Class: P(MVA)

Name: MS

MAUTLA

LESEDI

DOB: 2002/01/25

Sex: FEMALE

DOA 2017/06/06

Ward:

NORMAL H CLASSIFICATION

MAU0277

DR NKUSI

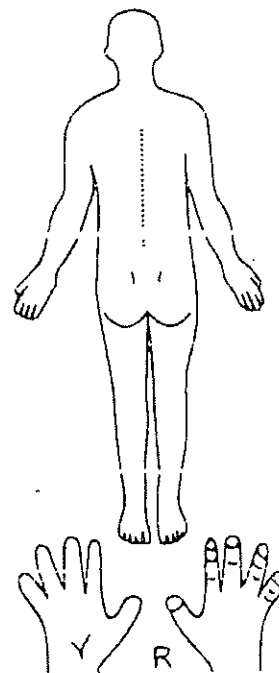
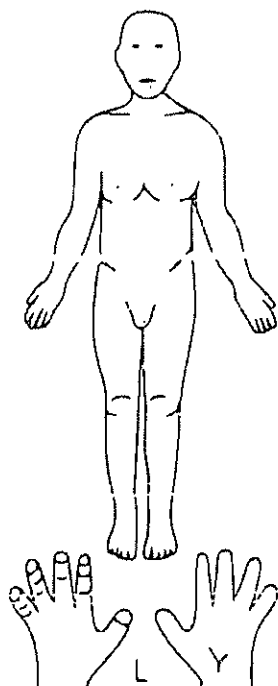
In Unit	Seen	S I -1	S I -2	D/c or Cx	CX-T	Out Unit

History/Complaints

Vital Data

Time				
BP				
P/min.				
R.T.				
Temp.				
GCS				
Pupils	Alcohol			

Examination

[illegible]

Referred to:
(dept.)

Signature and Print: _____
Qualifications: _____

ANNEXURE A		REGISTRATION/ADMISSION FORM		GPF 3
Hospital Name		Practice No: 56		
PATIENTS DETAILS				
Patient File No:		Postal Address: CERRADO MOURDOK 31001		
Patient No:		PREDEMI FLY 605		
ID Number: 2002-01-25		SUMMERSIDE		
Pass port/ Asylum no:		Postal code: 6002		
Date of Birth: 25/01/2002		Tel/Cell No: 0786676556		
Surname: MANTUA Title: MR				
First Names: CERRADO MOURDOK 31001		Next of Kin		
Marital Status: SINGLE		Name: FREDY MOURDOK		
Gender: FEMALE		Address: CERRADO MOURDOK 31001		
Race: AFRICAN		PREDEMI FLY 605		
Nationality: SOUTH AFRICAN		SUMMERSIDE		
Citizenship: BSA		Relationship: FRIEND		
Religion: N. SOUHC		Tel/Cell No: 0786676556		
Residential Address: CERRADO MOURDOK 31001				
PREDEMI FLY 605				
SUMMERSIDE				
Postal code: 6002				
Province: CAUTEMO				
EMPLOYMENT DETAILS				
Employment Status:		Occupation:		Employee/Personal No:
Employer Name: CHID		Address:		
Tel No:		Fax No:		
Income Details				
	Weekly	Monthly	Annually	Number of Dependents:
Bread Winner				Hospital Classification:
Spouse				
Other (specify):				
EMERGENCY CONTACT PARTICULARS				
Patient brought in by: MOTHER		Contact No: 0786676556		
Emergency contact person: LAETC MANTUA		Relationship: MOTHER		
Address: CERRADO MOURDOK 31001				
Tel/Cell No: 0786676556				
PARTICULARS OF REGISTRATION		PARTICULARS OF ADMISSION		
Date of Visit:		Date of Admission: Time:		
Time:		Admitting Doctor:		
Service Point:		Speciality Unity:		
First Visit <input type="checkbox"/>	Follow Up <input type="checkbox"/>	Bed Type: <input type="checkbox"/> GW <input type="checkbox"/> ICU <input type="checkbox"/> HC <input type="checkbox"/> DAY <input type="checkbox"/> Chronic		
Referred by: State Department <input type="checkbox"/>	GP <input type="checkbox"/>	ICD10 Codes:		
Hospital <input type="checkbox"/>	Clinic <input type="checkbox"/>	Date of Discharge/Transfer:		
Province <input type="checkbox"/>	Self <input type="checkbox"/>	Reclassification Date: From: To:		

L

SPN

ST**SPEECH THERAPY
REFERRAL CARD**

STICKER

A SPEECH THERAPY REFERENCE NUMBER:

B PATIENT INFORMATION

1. Name:
 3. Date: MS MAUTLA LESEDI
 GERARD MOERDYK STREET (H) 0790676151
 PREDEBT FLAT 605 (W)
 5. Gen: SUNNYSIDE 0002
 7. Addr: HG /
 EAUG 8782833 / 1 F/25/01/2002(15/10)



9. Telephone no:

10. Name of family member/caregiver:

C DIAGNOSIS MVA 06/06/2017 - Hearing within
 normal limits
 Other illness: sinusitis
 Relevant Medication: nasal spray
 Precautions:

D REFERRAL INFORMATION

Date of Referral: 13/09/2017

Reason for referral:

☐ Speech-Language Assessment & Treatment
 ☒ Audiological Evaluation

☐ Dysphagia Assessment & Treatment

☐ Other

Referred by: ENT Signature:

Contact number:

E SPEECH THERAPY INFORMATION

1. Name of therapist: Balaji, B. 2. Signature: [Signature]

3. Date of initial assesment: 06/06/2017

4. Relevant case history: MVA on 06/06/2017

① Concha laceration & hearing
 ② see case hx for detailed info



GAUTENG PROVINCE
REPUBLIC OF SOUTH AFRICA

STEVE BIKO ACADEMIC HOSPITAL

SPEECH THERAPY AND AUDIOLOGY DEPARTMENT

Enquiries: (012) 354 2723

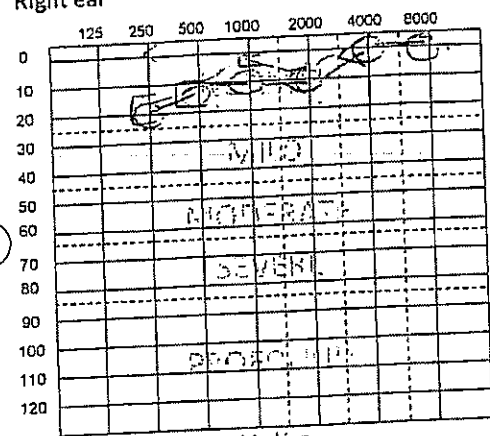
DIAGNOSTIC AUDIOLOGY ASSESSMENT

ASSESSMENT: STRUCTURE & FUNCTION

Date: 08/12/17 Time: 9h30

PURE TONE AUDIOMETRY Audiometer: 1 ☐ 2 ☒ Tone: Pulsed ☐ Warble ☒ Presented: Head phones ☐ FF ☐ Responded: Button ☒ Lift hand ☐ Play ☐ VRA ☐ Other ☐

Right ear

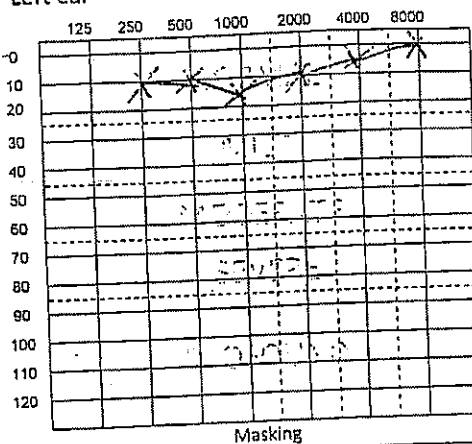


Air					
Air					
Bone	35	35	35		
Bone	35		40		

AUDIOGRAM KEY	
Air Conduction	R L
• Unmasked	O X
• Masked	Δ □
• No response	↓ ↓
Bone conduction	R L
• Unmasked	< >
• Masked	()
• No response	↓ ↓
Uncomfortable loudness levels	∇
Sound Field	S/F
Amplified Thresholds	A

TEST RELIABILITY
GOOD FAIR POOR
Comments: _____

Left ear



Air					
Air					
Bone					
Bone					

OTOSCOPIC EXAMINATION

Right ear: Normal with no wax
Left ear: TM visible, intact

TYMPANOMETRY

	Right ear	Left ear
Tympanogram Type	A	A
Middle Ear Pressure	5 daPa	21 daPa
Static Compliance	0.18 ml	0.17 ml
Ear Canal Volume	1.1 ml	0.65 ml

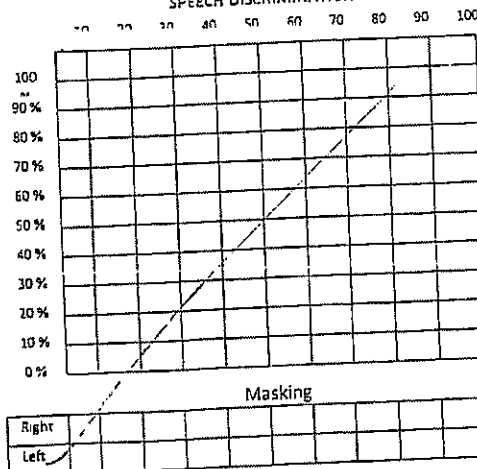
PTA 11.5
SRT 11.5
Speech discrim % 100
Speech Detection 100

SPEECH AUDIOMETRY

SUMMARY

	R	L
PTA	11.5	11.5
SRT	11.5	11.5
Speech discrim %	100	100
Speech Detection	100	100

SPEECH DISCRIMINATION



ACOUSTIC REFLEXES

Reflex Threshold Right		Frequency	Reflex Threshold Left	
Contra	Ipsi		Contra	Ipsi
/	SS	500 Hz	/	SS
/	SS	1kHz	/	SS
/	SS	2kHz	/	SS
/	SS	4kHz	/	SS

RESULTS

Right Ear: Hearing within normal limits

Left Ear: Hearing within normal limits

RECOMMENDATIONS

- ☐ Retest
- ☐ Hearing Aid Evaluation
- ☐ ABR/ASSR Assessment
- ☒ Refer to ENT for treatment
- ☐ Other

COMMENTS

If patient still feels like they are struggling to hear, she may be referred for CAPD testing.

Audiologist: Dalany B
Signature: [Signature]

GT64046285 13/09/2017 PT
MS MAJULA LESSED
GERARD MOERDYK STREET
PREDEBT FLAT 605
SUNNYSIDE

(H) 0790676151
(W)

0002
ENT6 6672176 / 1 F/25/01/2002(15/2)



(5)

GAITENG HEALTH DEPARTMENT
STEVE BIKO ACADEMIC HOSPITAL
DEPARTMENT OF EAR, NOSE AND THROAT SURGERY

OUTPATIENTS FOLLOW-UP VISITS: Tel. 354 2719
RECORD OF ILLNESS

Date: 13.09.17 H. 82

Time: 07:14 AM

BP: 96/65

P: 74

W: 44, 14.7

Sign: (Signature)

DOCTOR

DATE	DIAGNOSIS & TREATMENT
	# New MHA (06/09/17) # Pinner / consultation (R) ear @ consultation Tinnitus resolved Still L hearing O/E (R) ear: (R) (L) ear: noise impression resolved (R) TTY (R) No clinic appointment. TCS 3/12
	(Signature) 13/09/17

(Large handwritten mark)

0002 F125/D11/200215/T1
ENT6 8654191 /1

GAUTENG HEALTH DEPARTMENT
STEVE BIKO ACADEMIC HOSPITAL
DEPARTMENT OF EAR, NOSE AND THROAT SURGERY

OUTPATIENTS FOLLOW-UP VISITS: Tel. 354 2719
RECORD OF ILLNESS

Date: 30-09-73 H. 82
Time: 6:35 PM
 $\Delta P = 101.5$
 $P = 69$
 $V = 45, 34 \frac{1}{2}$
Sigsbee: 1000 ft. 2. 2. 2.
DOCTOR

RECORD OF EXAMINATIONS		DATE
DIAGNOSIS & TREATMENT	DOCTOR	5/9/17
<p># Pres: TMD (oc/oc/17)</p> <p># Pina: loculations (R) oc @ canth^a</p> <p>C/o & hearing (R) oc @ occasional tinnitus. @ vertigo</p> <p>@ complete loss, @ vertigo</p> <p>O/E</p> <p>(R) cor: (R)</p> <p>(R) cor: (R) cor tried to remove irres</p> <p>Nose: (R)</p> <p>Throat: Gr II - III tonsils Gr III - IV adenoids</p> <p>(R) TMD + normal</p> <p>TMD 2/18</p>	<p>loculation headed over canth^a</p>	<p>Dr. J. H. Smith</p>

Am 10. 07. 06 7

Trans. R. Soc.

Br 12/71

17-123

$$V = 43.4 \text{ km/s}$$
$$S_{19.4} = 116.4 \text{ mm}$$

(K)079067615'

(44)

0002

ENT6 8549142 /1 F/25/01/2002(15/4)

2 1

உலகம்: 1995/1996



H/V (SAL):

105 12.

Referral from: (Hospital / Doctor's name)

॥ श्रीगणेशाय नमः ॥

9. Referral diagnosis / Problem/Complaint

4. Referral diagnosis / Problem / Complaint
 • In chronological order according to severity (troubling the patient) - own words

1. 1. The first step in the process of the scientific method is to ask a question.

- How and what do you need help for or with (patient's main need for treatment)

Answer - 3.000 000

Ever the same, Peter was not a

~~The vessel is a 2000 tonne (2000 tonnes) passenger motor launch.~~

2. History of oral presentation (progression, treatment, (Why present today) - duration:

1. What is the purpose of the experiment?

Environ. Toxicol. & Chem. 1997, 16, 1111-1118

Chickadee

3. Other associated ENT and Head + Neck complaints (symptoms) - From the main problem (Assess extent and severity of the disease complications, localized or distant spread).

SEA - PROFITABILITY 2005

3rd

10. Clinical evaluation / examination

1. General assessment - General state, colour, GCS temperature, respiratory rate, blood pressure, speech (signs respiratory distress, - severity, Mannerism, Dysmorphism) Cranial nerves (1 - 12) Lymph nodes (Head and Neck)

.....

2. Ear (inspection, tuning fork, palpation, otoscopy) hearing assessment, vestibular system - balance TM - perforation site, size, dry, wet, middle ear mucosa.

EARS:

L:



Pinna (P) 250 Hz
 SN 12 Hz

Wax impaction
 ex-manipulation
 no punctured
 Anvil bulb
 Malleus

PINNA:

EAC:

T.M.:

RINNE:

WEBER:

SIEGLE:

R:



Pinna (P)

Locate
 Malleus
 Anvil
 Bulb

3. Throat ("pharyngeal" palpation, indirect Laryngoscopy, fiberoptic scope, uvula depression, oral cavity, denture, tonsils, palate, pharynx. Laryngoscopic findings - vocal cords, mobile, paralysed, redness nodules, cyst, granulation.

NASOPHARYNX:

MOUTH AND OROPHARYNX:

LARYNGOPHARYNX:



2
 Sn

GT64046285 06/12/2017 PT
MS MAUTLA LESEDI
GERARD MOEROYK STREET
PREDEBT FLAT 505
SUNNYSIDE

ENT6 8782825 /1

H2 /

(H)0790676/151
(M)

F/25/01/2002(15/10)

0002



GAUTENG HEALTH DEPARTMENT
STEEVE BIKO ACADEMIC HOSPITAL
DEPT OF EAR, NOSE AND THROAT SURGERY

PATIENTS FOLLOW-UP VISITS: Tel. 354 2719
RECORD OF ILLNESS

DATE: 06-12-17 H. 82

Time: 07:35

BP = 94/59

P = 72

W = 45.4 kg

Sign: [Signature]

DOCTOR

DATE

06/12/2017

DIAGNOSIS & TREATMENT

164rs
PREV MVA 06/06/17

② Chronic infection and since healed well
review of repeat audio - ② hearing

Also all complaints from patient

Q15: otoscopy ②

① stable

② D/C from clinic

③ [Signature]

[Signature]



CORNERSTONE COLLEGE

1ST TERM REPORT 2017



NAME: LESEDI

MAUTLA

GRADE: 9 C

NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER: 0201250563081

BOARDER: NO

* Rating Code	Rating	Marks
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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E-Mail: admin@cornerstonecollege.org.za
Website: www.cornerstonecollege.org.za

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LEARNING AREA	MARK	RATING * CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	81	5	Try to maintain this standard.	66
AFRIKAANS 1ST ADD LANGUAGE	40	3	There is room for improvement.	54
MATHEMATICS	47	3	There is room for improvement.	61
NS NATURAL SCIENCES	51	4		58
NS BIOLOGY	44	3	More effort required.	52
NS SCIENCE	57	4	A satisfactory effort.	64
SS SOCIAL SCIENCES	54	4		63
SS GEOGRAPHY	63	5	A satisfactory result.	56
SS HISTORY	44	3	Disappointing result.	69
LO LIFE ORIENTATION	88	7	An excellent achievement - well done!	80
CA CREATIVE ARTS	60	5	A pleasing result.	56
TECH TECHNOLOGY	51	4	Classroom behaviour needs improvement.	60
EMS ECON & MANAGEMENT SCI	49	3	Work harder!	64
LEARNER'S AVERAGE	54 #		# L.O. carries only a half-weighting in this average	
LECTOR READING PROGRAMME	157		WORDS PER MINUTE	

GENERAL COMMENTS: Competent. Lesedi's Life Orientation mark is remarkable. She must work harder in Afrikaans, Mathematics, Biology and History in Term 2. School behaviour needs attention.

NUMBER OF DAYS ABSENT: 1

DATE: 30/03/2017

DETENTIONS: SCHOOL: 19
HOSTEL:

She can do much better.
MRS S HURLIN
PRINCIPAL

AN
MRS E WILKINSON
GRADE 9 TUTOR

Oranje
MRS M'CRONJE
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 9 C

have received the 1st Term Report dated 30/03/2017

Parent _____

Date _____

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PO)
Dr. RS Hurlin
PhD Eng (Acro) FRAeS

2 *SR L*



CORNERSTONE COLLEGE
2ND TERM REPORT 2017



NAME: LESEDI MAUTLA

GRADE: 9 C

ADMIN NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

BOARDER: NO

Rating Code	Rating	Mark
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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E-Mail: ndmin@corncol.co.za

Website: www.cornerstonecollege.org.za

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LEARNING AREA	TERM 1 MARK	RATING * CODE	TERM 2 MARK	RATING * CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	61	5	68	5	Keep it up!	69
AFRIKAANS 1ST ADD LANGUAGE	40	3	45	3	Let's see an improvement next time.	58
MATHEMATICS	47	3	49	3	More effort required.	60
NS NATURAL SCIENCES	51	4	34	2		57
NS BIOLOGY	60	3	34	2	This learner is struggling at the moment.	51
NS SCIENCE	42	4	33	2	Let's see an improvement next time.	62
SS SOCIAL SCIENCES	54	4	51	4		65
SS GEOGRAPHY	64	5	64	5	Keep working hard.	64
SS HISTORY	44	3	38	2	Disappointing result.	65
LO LIFE ORIENTATION	88	7	88	7	An excellent achievement - well done!	78
CA CREATIVE ARTS	60	5	60	5	A pleasing result.	70
TECH TECHNOLOGY	51	4	52	4	Achieving well.	61
EMS ECON & MANAGEMENT SCI	49	3	52	4	Keep working hard.	57
LEARNER'S AVERAGE #	54 #		54 #		# L.O. carries only a half-weighting in this average	
LECTOR READING PROGRAMME	157		177		WORDS PER MINUTE	

GENERAL COMMENTS: Competent. Lesedi has shown a remarkable development in character this term. She shows much potential and must strive to work consistently. Biology, Science and History need urgent attention. School behaviour needs attention.

NUMBER OF DAYS ABSENT: 8

DATE: 24/07/2017

DETENTIONS:

SCHOOL: 24
HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS E WILKINSON
GRADE 9 TUTOR

MRS M CRONJE
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 9 C

have received the 2nd Term Report dated 24/07/2017

Parent

Date

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Acro) FRAeS



CORNERSTONE COLLEGE
3RD TERM REPORT 2017



NAME: LESEDI

MAUTLA

GRADE: 9 C

NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

BOARDER: NO

* Rating Code	Rating	Marks
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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Website: www.cornerstonecollege.org.za

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LEARNING AREA	MARK	RATING * CODE	MARK	RATING * CODE	MARK	RATING * CODE	GRADE AVERAGE
ENGLISH HOME LANGUAGE	61	5	68	5	64	5	68
AFRIKAANS 1ST ADD LANGUAGE	40	3	45	3	43	3	58
MATHEMATICS	47	3	49	3	55	4	68
NS NATURAL SCIENCES	51	4	34	2	64	4	69
NS BIOLOGY	60	3	34	2	65	5	80
NS SCIENCE	42	4	33	2	43	3	57
SS SOCIAL SCIENCES	54	4	51	4	60	5	68
SS GEOGRAPHY	64	5	64	5	64	5	66
SS HISTORY	44	3	38	2	56	4	69
LO LIFE ORIENTATION	88	7	88	7	86	7	83
CA CREATIVE ARTS	60	5	60	5	86	7	82
TECH TECHNOLOGY	51	4	52	4	60	5	66
EMS ECON & MANAGEMENT SCI	49	3	52	4	42	3	67
LEARNER'S AVERAGE #	54 #		54 #		60 #		
L.O. carries only a half-weighting in this average							
LECTOR READING PROGRAMME	157		177		197		WORDS PER MINUTE

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2018 STUDY PERMITS URGENTLY

Competent. Lesedi is to be congratulated upon achieving a 60% average. The Life Orientation and Creative Arts marks are particularly noteworthy. She is encouraged to maintain this level of commitment in Term 4.

NUMBER OF DAYS ABSENT: 11

DATE: 28/09/2017

SCHOOL: 27
DETENTIONS: HOSTEL:

Good academic progress.

MRS S HURLIN
PRINCIPAL

MRS E WILKINSON
GRADE 9 TUTOR

Orange
MRS M CRONJE
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 9 C

have received the 3rd Term Report dated 28/09/2017

Parent

Date

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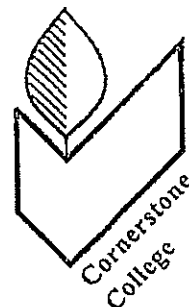
Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

Orange
SRh



CORNERSTONE COLLEGE

FINAL REPORT 2017



NAME: LESEDI MAUTLA

GRADE: 9 C

OR: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ORDER: NO

Rating Code	Rating	Marks
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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E-Mail: admin@cornerstonecollege.org.za

Website: www.cornerstonecollege.org.za

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LEARNING AREA	TERM 1 MARK	RATING * CODE	TERM 2 MARK	RATING * CODE	TERM 3 MARK	RATING * CODE	FINAL MARK	RATING * CODE	GRADE AVERAGE
ENGLISH HOME LANGUAGE	62	5	68	5	63	5	63	5	68
AFRIKAANS 1ST ADD LANGUAGE	40	3	45	3	43	3	46	3	58
MATHEMATICS	47	3	48	3	55	4	40	3	56
NATURAL SCIENCES	51	4	34	2	54	4	42	3	57
BIOLOGY	60	3	34	2	65	5	45	3	60
SCIENCE	42	4	33	2	43	3	38	2	54
SOCIAL SCIENCES	54	4	51	4	60	5	47	3	63
GEOGRAPHY	64	5	64	5	64	5	47	3	60
HISTORY	44	3	38	2	56	4	47	3	66
LIFE ORIENTATION	88	7	88	7	86	7	72	6	78
CREATIVE ARTS	60	5	60	5	86	7	60	5	66
TECHNOLOGY	51	4	50	4	60	5	58	4	67
ECON & MANAGEMENT SCI	49	3	52	4	57	3	51	4	61
EARNER'S AVERAGE #	54 #		54 #		60 #		52 #		
*O. carries only a half-weighting in this average									
ECTOR READING PROGRAMME	157		177		197		194		WORDS PER MINUTE

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2018 STUDY PERMITS URGENTLY

Competent. We congratulate Lesedi on being promoted to Grade 10. We hope to see an improved behavioural record in 2018.

She should take Mathematical Literacy in Grade 10, understanding that I.T. must be replaced.

NUMBER OF DAYS ABSENT: 11

DATE: 27/11/2017

DETENTIONS:

SCHOOL: 39

HOSTEL:

Some of these marks are dangerously low.

MRS S HURLIN
PRINCIPAL

MRS E WILKINSON
GRADE 9 TUTOR

Mronje
MRS M CRONJE
REGISTER CLASS TEACHER

School begins on MONDAY 15 JANUARY 2018 AT 7:45 am.

Existing boarders to return on SATURDAY 13 JANUARY 2018 BETWEEN 1:00pm AND 5:00pm.

New boarders to return on SUNDAY 14 JANUARY 2018 BETWEEN 9:00am AND 5:00pm.

We wish you a Merry Christmas and a peaceful New Year.

Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

3rn



CORNERSTONE COLLEGE
1ST TERM REPORT 2018
(F.E.T.)



NAME: LESEDI MAUTLA

GRADE 10 S

NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER: 0201250563081

BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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Website: www.cornerstonecollege.org.za

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SUBJECT	MARK	RATING * CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	65	5	A good effort.	64
AFRIKAANS 1ST ADDITIONAL LANGUAGE	48	3	Try to improve this average.	59
LIFE ORIENTATION	70	6	A wonderful achievement.	77
MATHEMATICAL LITERACY	44	3	Full potential not achieved.	58
BUSINESS STUDIES	47	3	More effort required.	63
ECONOMICS	34	2	Disappointing result.	57
COMPUTER APPLICATION TECH	51	4	Work harder!	68
LEARNER'S AVERAGE	50 #		# L.O. carries only a half-weighting in this average	

This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.

GENERAL COMMENTS: Competent. Lesedi must work much more diligently at Afrikaans, Mathematical Literacy, Business Studies and Economics. She should aim for a bachelor's degree pass.

NUMBER OF DAYS ABSENT: 0 DATE: 26/03/2018 DETENTIONS: SCHOOL: 1
HOSTEL:

Disappointing! *Botha* *Schlünz*

MRS S HURLIN MRS H BOTHA MRS A SCHLÜNZ
PRINCIPAL GRADE 10 TUTOR REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 10 S

have received the 1st Term Report dated 26/03/2018

Parent

Date

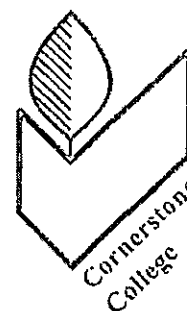
The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

SM



CORNERSTONE COLLEGE
2ND TERM REPORT 2018
(F.E.T.)



NAME: LESEDI MAUTLA

GRADE 10 S

ADMIN NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER: 0201250563081

BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
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Fax (012) 804 9170
E-Mail: admin@cornerstonecollege.org.za
Website: www.cornerstonecollege.org.za

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SUBJECT	TERM 1 MARK	RATING CODE	TERM 2 MARK	RATING CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	65	5	57	4	Try to improve this average.	59
AFRIKAANS 1ST ADDITIONAL LANGUAGE	48	3	38	2	Poor mark. Do extra work.	54
LIFE ORIENTATION	70	6	60	5	A good effort.	73
MATHEMATICAL LITERACY	44	3	38	2	Weak result. Try harder!	61
BUSINESS STUDIES	47	3	49	3	Try to improve this average.	62
ECONOMICS	34	2	38	2	Disappointing result.	60
COMPUTER APPLICATION TECH	51	4	34	2	More effort required.	50
LEARNER'S AVERAGE #	50 #		44 #		# L.O. carries only a half-weighting in this average	

This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.

GENERAL COMMENTS: Competent. Lesedi must try for an overall improvement. She could achieve better results if she applied herself more to her work. Lesedi must attend Saturday Study to address the problems in most learning areas. She should aim for a Diploma pass.

NUMBER OF DAYS ABSENT: 0

DATE: 22/06/2018

DETENTIONS: SCHOOL: 3
HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS R BOUWER
GRADE 10 TUTOR

MRS A SCHLÜNZ
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in

GRADE 10 S have received the 2nd Term Report dated 22/06/2018

Parent

Date

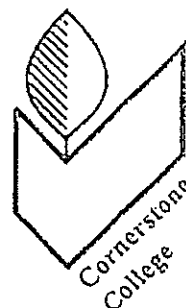
The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BED HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

Handwritten signatures and initials:
A large circular signature on the left.
The initials 'SPH' on the right.



CORNERSTONE COLLEGE
3RD TERM REPORT 2018
(F.E.T.)



NAME: LESEDI MAUTLA

GRADE 10 S

ADMIN NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER 0201250563081

BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

Cornerstone College
NPC
2000/003322/08
028-832-NPO
530 Moreleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@cornercol.co.za
Website: www.cornerstonecollege.org.za

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SUBJECT	MARK	RATING * CODE	MARK	RATING * CODE	MARK	RATING * CODE	GRADE AVERAGE
ENGLISH HOME LANGUAGE	65	5	57	4	54	4	59
AFRIKAANS 1ST ADDITIONAL LANGUAGE	48	3	38	2	43	3	53
LIFE ORIENTATION	70	6	60	5	56	4	72
MATHEMATICAL LITERACY	44	3	38	2	64	5	66
BUSINESS STUDIES	47	3	49	3	41	3	68
ECONOMICS	34	2	38	2	38	2	51
COMPUTER APPLICATION TECH	51	4	34	2	(32)	2	54
LEARNER'S AVERAGE # # L.O. carries only a half-weighting in this average	50 #		44 #		46 #		
This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.							

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2019 STUDY PERMITS URGENTLY

Competent. Lesedi is a learner with potential. She can, with concerted effort, achieve better results. Lesedi must work much more diligently at Afrikaans, Business Studies, Economics and CAT. She should aim for a Bachelor's Degree Pass.

NUMBER OF DAYS ABSENT: 1

DATE: 25/09/2018

DETENTIONS:

SCHOOL: 3

HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS R BOUWER
GRADE 10 TUTOR

MRS A SCHLÜNZ
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 10 S

have received the 3rd Term Report dated 25/09/2018

Parent

Date

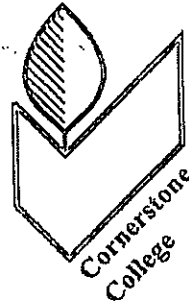
The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BED HED (PG)
Dr. RS Hurlin
PhD Eng (Acro) FRACs

Handwritten signature: SRH



CORNERSTONE COLLEGE
FINAL REPORT 2018
(F.E.T.)



NAME: LESEDI MAUTLA
GRADE: 10 S
NO: 16286G
GENDER: FEMALE
DATE OF BIRTH: 25/01/2002
ID NUMBER: 0201250563081
BOARDER: NO

RATING CODE	RATING	RATING CODE
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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E-Mail: admin@cornerstonecollege.co.za
Website: www.cornerstonecollege.org.za

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SUBJECT	RATING * CODE	T1 MARK	RATING * CODE	T2 MARK	RATING * CODE	T3 MARK	RATING * CODE	FINAL MARK	GRADE AVERAGE
ENGLISH HOME LANGUAGE	5	65	4	57	4	54	4	57	58
AFRIKAANS 1ST ADDITIONAL LANGUAGE	3	48	2	38	3	43	4	50	56
LIFE ORIENTATION	6	70	5	60	4	56	5	63	74
MATHEMATICAL LITERACY	3	44	2	38	5	64	4	57	62
BUSINESS STUDIES	3	47	3	49	3	41	4	51	60
ECONOMICS	2	34	2	38	2	38	2	35	52
COMPUTER APPLICATION TECH	4	51	2	34	2	32	2	34	53
LEARNER'S AVERAGE #		50 #		44 #		46 #		49 #	

This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.
L.O. carries only a half-weighting in this average

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2019 STUDY PERMITS URGENTLY.

Competent. We would like to congratulate Lesedi on being promoted to Grade 11. She must attend Compulsory Friday Study, Saturday Study and extra lessons to address the problems in Economics and CAT. A much more serious and co-operative approach is urgently required from both student and parents.

NUMBER OF DAYS ABSENT: 1

DATE: 03/12/2018

DETENTIONS: SCHOOL: 9
HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS R BOUWER
GRADE 10 TUTOR

MRS A SCHLUNZ
REGISTER CLASS TEACHER

School begins on MONDAY 7 JANUARY 2019 AT 7:45 am.
Existing boarders to return on SATURDAY 5 JANUARY 2019 BETWEEN 1:00pm AND 5:00pm.
New boarders to return on SUNDAY 6 JANUARY 2019 BETWEEN 9:00am AND 5:00pm.
We wish you a Merry Christmas and a peaceful New Year.

Directors
Mrs. SA Hurlin (Principal)
BA BED HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God



CORNERSTONE COLLEGE
1ST TERM REPORT 2019
(F.E.T.)



NAME: LESEDI MAUTLA

GRADE 11 S

NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER: 0201250563081

BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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SUBJECT	MARK	RATING * CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	52	4	Let's see a general improvement.	67
AFRIKAANS 1ST ADDITIONAL LANGUAGE	60	5	A good effort.	66
LIFE ORIENTATION	72	6	A satisfactory result.	79
MATHEMATICAL LITERACY	29	1	This learner is struggling at the moment.	55
BUSINESS STUDIES	42	3	Full potential not achieved.	57
ECONOMICS	45	3	More effort required.	57
COMPUTER APPLICATIONS TECH	56	4	Contributes enthusiastically in class.	64
LEARNER'S AVERAGE	49 #		# L.O. carries only a half-weighting in this average	

This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.

GENERAL COMMENTS: Competent. Lesedi should aim for a Bachelor's Degree pass. She could achieve better results if she applied herself more to her work. Mathematical Literacy, Business Studies and Economics require urgent attention. She must attend Saturday Study to address the problems in Mathematical Literacy.

NUMBER OF DAYS ABSENT: 0

DATE: 03/04/2019

DETENTIONS: SCHOOL: 3
HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS M CRONJE
GRADE 11 TUTOR

MRS C SCHWIM
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 11 S

have received the 1st Term Report dated 03/04/2019

Parent

Date

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BED HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

These marks are DANGEROUSLY low and she could fail Grade 11 like this.

[Signature]



CORNERSTONE COLLEGE
2ND TERM REPORT 2019
(F.E.T.)



NAME: LESEDI MAUTLA
GRADE: 11 S
ADMIN NO: 16286G
GENDER: FEMALE
DATE OF BIRTH: 25/01/2002
ID NUMBER: 0201250563081
BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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SUBJECT	TERM 1 MARK	RATING CODE	TERM 2 MARK	RATING CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE	52	4	57	4	Try to improve this average.	63
AFRIKAANS 1ST ADDITIONAL LANGUAGE	60	5	42	3	Weak result. Try harder!	58
LIFE ORIENTATION	72	6	54	4	Full potential not achieved.	68
MATHEMATICAL LITERACY	29	1	51	4	There is room for improvement.	64
BUSINESS STUDIES	42	3	53	4	The progress is satisfactory.	68
ECONOMICS	45	3	48	3	Disappointing result.	62
COMPUTER APPLICATIONS TECH	58	4	47	3	Full potential not achieved.	52
LEARNER'S AVERAGE #	49 #		50 #		# L.O. carries only a half-weighting in this average	
This candidate has met the minimum requirements for admission to a bachelor's degree , a diploma or higher certificate as gazetted for admission to higher education.						

GENERAL COMMENTS: Competent. Lesedi should aim for a Bachelor's Degree pass. She could achieve better results if she applied herself more to her work. She must work much more diligently at Afrikaans, Economics and CAT. A major improvement in behaviour and attitude is needed.

NUMBER OF DAYS ABSENT: 1 DATE: 14/06/2019 DETENTIONS: SCHOOL: 10
HOSTEL:
She can do so much better!
MRS S HURLIN MRS M ERONJE MRS C SCHWIM
PRINCIPAL GRADE 11 TUTOR REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA
GRADE 11 S have received the 2nd Term Report dated 14/06/2019

Parent

Date

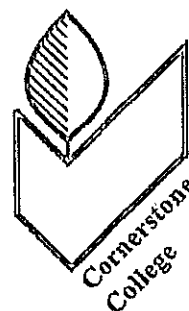
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Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Acro) FRAcS

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CORNERSTONE COLLEGE
3RD TERM REPORT 2019
(F.E.T.)



NAME: LESEDI MAUTLA
GRADE: 11 S
ADMIN NO: 18286G
GENDER: FEMALE
DATE OF BIRTH: 25/01/2002
ID NUMBER: 0201250563081
BOARDER: NO

RATING CODE	RATING	MARKS
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

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Website: www.cornerstonecollege.org.za

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SUBJECT	MARK	RATING * CODE	MARK	RATING * CODE	MARK	RATING * CODE	GRADE AVERAGE
ENGLISH HOME LANGUAGE	52	4	57	4	55	4	64
AFRIKAANS 1ST ADDITIONAL LANGUAGE	60	5	42	3	56	4	62
LIFE ORIENTATION	72	6	54	4	59	4	69
MATHEMATICAL LITERACY	29	1	51	4	36	2	67
BUSINESS STUDIES	42	3	53	4	57	4	79
ECONOMICS	45	3	48	3	42	3	58
COMPUTER APPLICATIONS TECH	56	4	47	3	37	2	58
LEARNER'S AVERAGE # # L.O. carries only a half-weighting in this average	49 #		50 #		48 #		
This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education.							

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2020 STUDY PERMITS URGENTLY

Competent. Lesedi should aim for a Bachelor's Degree pass. She is a well-mannered student but needs to apply herself more in the classroom. She must attend Saturday Study to address the problems in Mathematical Literacy and CAT.

NUMBER OF DAYS ABSENT: 1

DATE: 17/09/2019

DETENTIONS: SCHOOL: 12
HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS M CRONJE
GRADE 11 TUTOR

MRS C SCHWIM
REGISTER CLASS TEACHER

REPLY SLIP

I _____ parent / guardian of LESEDI MAUTLA

in GRADE 11 S

have received the 3rd Term Report dated 17/09/2019

Parent

Date

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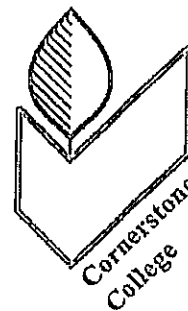
Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Acro) FRAeS



CORNERSTONE COLLEGE

FINAL REPORT 2019

(F.E.T.)



NAME: LESEDI MAUTLA

GRADE: 11 S

NO: 16286G

GENDER: FEMALE

DATE OF BIRTH: 25/01/2002

ID NUMBER: 0201250563081

BOARDER: NO

RATING CODE	RATING	RATING CODE
7	Outstanding Achievement	80 - 100
6	Meritorious Achievement	70 - 79
5	Substantial Achievement	60 - 69
4	Adequate Achievement	50 - 59
3	Moderate Achievement	40 - 49
2	Elementary Achievement	30 - 39
1	Not Achieved	0 - 29

Cornerstone College
NPC

2000/003322/08

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Fax (012) 804 9170

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Website: www.cornerstonecollege.org.za

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SUBJECT	RATING CODE	T1 MARK	RATING CODE	T2 MARK	RATING CODE	T3 MARK	RATING CODE	FINAL MARK	GRADE AVERAGE
ENGLISH HOME LANGUAGE	4	52	4	57	4	55	4	54	63
AFRIKAANS 1ST ADDITIONAL LANGUAGE	5	60	3	42	4	56	4	50	63
LIFE ORIENTATION	8	72	4	54	4	59	5	60	72
MATHEMATICAL LITERACY	1	29	4	51	2	36	3	47	65
BUSINESS STUDIES	3	42	4	53	4	57	3	46	66
ECONOMICS	3	45	3	48	3	42	1	28	58
COMPUTER APPLICATIONS TECH	4	56	3	47	2	37	3	40	57

LEARNER'S AVERAGE #

49 #

50 #

46 #

45 #

This candidate has met the minimum requirements for admission to a bachelor's degree, a diploma or higher certificate as gazetted for admission to higher education. # L.O. carries only a half-weighting in this average

GENERAL COMMENTS: PARENTS / GUARDIANS OF FOREIGN STUDENTS ARE URGED TO SECURE 2020 STUDY PERMITS URGENTLY.

Competent. Lesedi is promoted to Grade 12. We wish her well at her new school. Lesedi is welcome to return to this school in

2020, only if there is a SIGNIFICANT improvement in her behaviour. The Mathematical Literacy mark has been adjusted due

to unauthorised absenteeism from a final exam. Please see the letter attached.

NUMBER OF DAYS ABSENT: 1

DATE: 04/12/2019

DETENTIONS: SCHOOL: 14

HOSTEL:

MRS S HURLIN
PRINCIPAL

MRS M CRONJE
GRADE 11 TUTOR

MRS C SCHWIM
REGISTER CLASS TEACHER

School begins on MONDAY 13 JANUARY 2020 AT 7:45 am.

Existing boarders to return on SATURDAY 11 JANUARY 2020 BETWEEN 1:00pm AND 5:00pm.

New boarders to return on SUNDAY 12 JANUARY 2020 BETWEEN 12:00 noon AND 5:00pm.

We wish you a Merry Christmas and a peaceful New Year.

The education of the whole person, in an atmosphere of excellence and integrity, to the glory of God

Directors
Mrs. SA Hurlin (Principal)
BA BEd HED (PG)
Dr. RS Hurlin
PhD Eng (Aero) FRAeS

Signature

PRETORIA CENTRAL HIGH SCHOOL

321 Servaas str, Pretoria West, Pretoria, 0183

SERVAAS STR 321, Pretoria West, Pretoria, 0183

012 - 3275772 012 - 3270357

ptacentralschool@gmail.com

Learner: MAUTLA, LESEDI

Admission No: 202264

Birth Date: 20020125

School Closes: 2020/12/15

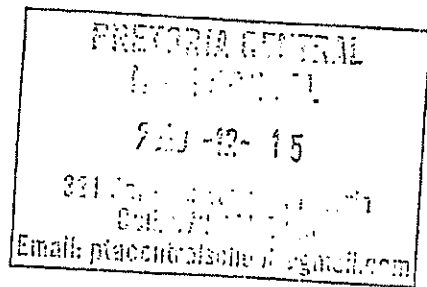
Grade: Grade 11

Class: 11-3

Date: 2020/12/03

Subject	Term 1			Term 2			Term 3			Gr 10-12		Final for Year			
	Final %	Level	Grade Ave %	Final %	Level	Grade Ave %	Final %	Level	Grade Ave %	SBA 25%	Exam Mark 75%	Final Mark	Final %	Level	Grade Ave %
English Home Language (Gr 11)	48	3	52	67	5	59	73	6	63	58	64	60	60	5	54
Afrikaans First Additional Language (Gr 11)	61	5	51	72	6	67	85	7	60	59	84	69	69	5	55
Mathematical Literacy (Gr 11)	41	3	33	a	-1	50	80	7	54	59	a	59	59	4	42
Orientation (Gr 11)	32	2	53	80	7	63	71	6	65	60		60	60	5	60
Tourism (Gr 11)	50	4	49	a	-1		54	4	58	52	a	59	59	4	54
Business Studies (Gr 11)	63	5	52	66	7	82	72	6	80	68	a	68	68	5	61
Economics (Gr 11)	44	3	52	76	6	63	80	7	79	61		37	37	2	56
Learner Total / Average:	339		48	381		76	515		74			412			59
Result:	Achieved			Achieved			Achieved			Promoted					
Days Absent:	0			1			10			26					

General Remarks: Your are promoted to the next grade.



Class Educator: *[Signature]* DP/HOD: *[Signature]* Principal: *[Signature]* Parent: *[Signature]* 15 DEC 2020

FET Gr 10-12: The learner must achieve at least: Level 3 in HL; Level 3 in any two (2) of the other required subjects Level 2 in any other three (3) of the remaining approved subjects

Level 1 = 0 - 29.99 Not Achieved; 2 = 30 - 39.99 Elementary Achievement; 3 = 40 - 49.99 Moderate Achievement; 4 = 50 - 59.99 Adequate Achievement; 5 = 60 - 69.99 Substantial Achievement; 6 = 70 - 79.99 Meritorious Achievement; 7 = 80 - 100 Outstanding Achievement;

[Large handwritten signature]

PRETORIA CENTRAL HIGH SCHOOL

321 Servaas str, Pretoria West, Pretoria, 0183

SERVAAS STR 321, Pretoria West, Pretoria, 0183

012 - 3275772 012 - 3270357

ptacentralschool@gmail.com

Learner: MAUTLA, LESEDI

Admission No: 202264

Birth Date: 20020125

School Closes: 2021/04/23

School Reopens: 2021/05/03

Grade: Grade 12

Class: 12-3

Date: 2021/05/05

Subject	Term 1			Term 2			Term 3			Gr 10-12		Final for Year			
	Final %	Level	Grade Ave %	Final %	Level	Grade Ave %	Final %	Level	Grade Ave %	SBA %	Exam Mark %	Final Mark	Final %	Level	Grade Ave %
Tourism (Gr 12)	60	5	68												
English Home Language (Gr 12)	59	4	57												
Afrikaans First Additional Language (Gr 12)	64	5	59												
Mathematical Literacy (Gr 12)	61	5	53												
Life Orientation (Gr 12)	83	7	86												
Business Studies (Gr 12)	69	5	71												
Economics (Gr 12)	51	4	46												
Learner Total / Average:	447		64												
Result:	Achieved														
Days Absent:	2			0			0			2					
General Remarks:	A very sound set of results! Keep up the good work.														

**PRETORIA CENTRAL
HIGH SCHOOL**

2021 -05- 06

321 Servaas Street, Pretoria

Cell: 072 601 2343

Email: ptacentralschool@gmail.com

Signatures

Class Educator

DP/HOD



Principal

Parent

06 MAY 2021

FET Gr 10-12: The learner must achieve at least: Level 3 in HL; Level 3 in any two (2) of the other required subjects Level 2 in any other three (3) of the remaining approved subjects

Level 1 = 0 - 29.99 Not Achieved; 2 = 30 - 39.99 Elementary Achievement; 3 = 40 - 49.99 Moderate Achievement; 4 = 50 - 59.99 Adequate Achievement; 5 = 60 - 69.99 Substantial Achievement; 6 = 70 - 79.99 Meritorious Achievement; 7 = 80 - 100 Outstanding Achievement;

Miss Mautla & Mr Ngouele
53 Loucharl
Ramtkamt Crescent
Zwartkop
0008



14 August 2019

NON-RENEWAL OF CONTRACT FOR 2020

Dear Miss Mautla & Mr Ngouele,

Our contract for the education of Lesedi Mautla Grade 11S terminates on 4 December 2019. As agreed in clause 1, the contract may not be renewed if there is a history of late fee payments. Our records show that your fee payments have been late on many occasions this year. This constitutes a breach of the contract agreement.

Cornerstone College (NPC)
2080 003322 08
035-832-8100
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Fax: (012) 804 9170
E-mail: admin@cornerstone.co.za
www.cornerstonecollege.co.za

In order to prevent a recurrence of the above-mentioned breaches again next year, we will consider renewing the contract only if the annual fee of R31 480,00 is paid in advance on or before 13 January 2020. Should Lesedi leave or be de-registered from the school during the year, we will refund the relevant portion of the fees for the remainder of the year after the deduction of any amounts owing, including payment of notice and text-books not returned.

Please note that this arrangement will remain in place for future years for the applicable annual fee, or unless we agree otherwise in writing.

We trust that Lesedi will complete the year successfully. Please note that any misbehaviour of Lesedi from now until the end of the year will not be tolerated. Any lack of cooperation with contractual procedures by parents, guardians or associates will be regarded as a breach of contract. Either of these events may regretfully lead to an earlier termination of the contract, or legal action.

Please direct any enquiries regarding this letter to the undersigned in writing.

Yours faithfully,

Dr R Hurlin
Director

Director,
S A Hurlin (Principal)
BA BEd HED PGD
R S Hurlin
PbD Lap 1 Acro 1 RAes

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REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF HOME AFFAIRS



BIRTH/GEBOORTE

TIME: 020125 0563 08 1

SURNAME: MAUTLA

FIRST NAMES: LESEDI DIKELEDI

DATE OF BIRTH: 2002-01-25

SEX: FEMALE

COUNTRY OF BIRTH: SOUTH AFRICA

DATE ISSUED: 2002-04-24

Handwritten notes and stamps on the right side of the document, including a date stamp 2002-04-24 and a signature.

Handwritten signature and initials at the bottom right of the document.

AFFIDAVIT

I, the undersigned,

LESEDI DIKELEDI MAUTLA

(ID NR: 020125 0563 081

hereby declare under oath and state as follows :

1.

I am the deponent to this Affidavit and all facts contained herein fall within my personal knowledge and are, to the best of my belief, both true and correct.

2.

On 6 June 2017 at approximately 06h40 I was a passenger in a silver Volkswagen Caravelle motor vehicle with registration letters and numbers CC94BBGP, driven at the time by Hosiah Ngwenya. We were travelling from west to east in Francis Baard street, Pretoria. At the traffic light intersection with Eastwood street, the traffic light was green in our favour.

SPH
Your
L.M

3.

The next moment a blue Hyundai i20 motor vehicle with registration letters and numbers YWL424GP, skipped the red traffic light and collided with the right rear of our motor vehicle. As a result of the impact our driver lost control and collided with a tree.



LESEDI DIKELEDI MAUTLA

Signed at PRETORIA on this 10TH day of NOVEMBER 2020 by the Deponent, who wears that she understands the contents of this affidavit, that she has no objection in taking the prescribed oath and that the oath is binding on her conscious.

YVETTE DU PLESSIS

CA (SA)

COMMISSIONER OF OATHS

4 DAVENTRY STREET, LYNNWOOD MANOR



COMMISSIONER OF OATHS

Name:

Capacity:

Address:



SRN

P4917

Police station area where accident occurred

Sunnyvale 47/06/2017

AR no 17/06/2017

Form 01 (of 0)

* COMPLETE IF APPLICABLE

CAS 174 10612017

Accident Report (AR) Form

Serial number

Capturing number

Accident date (DD/MM/YYYY): 06/06/2017

Day of week: Su M Tu X W Th F Sa

Number of vehicles involved 02 Time of accident (24h) 06:40

LOCATION

Built-up area: 1. Yes 2. No

Speed limit on road: km/h

Province 1. EC 2. FS 3. GP 4. KZN 5. MP 6. NW 7. NC 8. LM 9. WC

Street/road name/road number

Rams road 8 Eastwood

*At intersection with (Street/road name/road no)

*Or between (street/road name/road no)

and (street/road name/road no)

*Suburb (if in city/town) Arcadia

*City/town name Pretoria

*At intersection with (Road number/name)

*Or approximately km measured in compass direction N S E W

from (Describe fixed point e.g. town, river, bridge, culvert, intersecting street or road, on/off ramp at interchange, name of building/house, pole number, etc.)

*Information on kilometre marker: road no./section km

*Between (city/town)

and (next city/town)

ROAD TYPE

- | | |
|---------------------------------|---------------------------|
| 1. Freeway | 5. One way |
| 2. On/off ramp | 8. Other |
| 3. Dual carriageway | 9. On-road parking/ramp |
| 4. Single carriageway (two way) | 10. Off-road parking/ramp |

JUNCTION TYPE

- | | |
|-----------------------|-------------------------------|
| 1. Cross roads | 7. Not a junction or crossing |
| 2. T-junction | 9. On ramp/slipway |
| 3. Staggered junction | 10. Off ramp/slipway |
| 4. Y-junction | 11. Pedestrian Crossing |
| 5. Circle | 12. Property driveway/access |
| 6. Level Crossing | 8. Other |

GPS reading: X co-ordinate

Y co-ordinate

PARTICULARS OF DRIVER A OR A

02174092253060881

BSA

NGWENYA

Hosiah

11 Teema street

Attendgville

0008

H W

DRIVERS/CYCLISTS

ID type/ ID number/ age

Country of origin of ID

Surname

Full name/ initials other names

Residential/home address

Telephone number

Work/contact address

PARTICULARS OF DRIVER B OR B

19510110228086122

BSA

SOTOUY

Samantha

35 Brian street

Pretoria

H W

(072) 0475761

H W

- | | | |
|----------|------------|-------------|
| 1. Asian | 2. X Black | 3. Coloured |
| 4. White | 98. Other | 00. Unknown |

- | | | |
|-----------|-----------|------------|
| 1. X Male | 2. Female | 0. Unknown |
|-----------|-----------|------------|

1. X DL 2. LL 4046001442TN

9. None

0310811944

A1 A B C1 C EB

EC1 EC

Other (specify)

- | | | | |
|-----------|--------------|-----------|--------------|
| 1. Killed | 2. X Serious | 3. Slight | 4. No injury |
|-----------|--------------|-----------|--------------|

Best care Oshwane district

- | | | |
|--------|-------|-------------|
| 1. Yes | 2. No | 0 X Unknown |
|--------|-------|-------------|

- | | | |
|--------|-------|-------------|
| 1. Yes | 2. No | 0 X Unknown |
|--------|-------|-------------|

- | | |
|--------|---------|
| 1. Yes | 2. X No |
|--------|---------|

- | | |
|--------|---------|
| 1. Yes | 2. X No |
|--------|---------|

No Yes X (Write particulars on page 3)

Cellphone/other number

(083) 2861787

H W

How would you describe the driver?

- | | | |
|------------|-----------|-------------|
| 1. Asian | 2. Black | 3. Coloured |
| 4. X White | 98. Other | 00. Unknown |

- | | | |
|---------|-------------|------------|
| 1. Male | 2. X Female | 0. Unknown |
|---------|-------------|------------|

Driving/Learner Licence

1. DL 2. LL

number & date of issue (DD/MM/YYYY)

9 None

1 1

Driving/Learner Licence code

A1 A B X C1 C EB

EC1 EC Other (specify)

Severity of injury

- | | | | |
|-----------|------------|-------------|--------------|
| 1. Killed | 2. Serious | 3. X Slight | 4. No injury |
|-----------|------------|-------------|--------------|

Ambulance service, driver, case reference number & hospital

Seatbelt fitted/helmet present

- | | | |
|--------|-------|-------------|
| 1. Yes | 2. No | 0 X Unknown |
|--------|-------|-------------|

Seatbelt/helmet definitely used

- | | | |
|--------|-------|-------------|
| 1. Yes | 2. No | 0 X Unknown |
|--------|-------|-------------|

Liquor/drug use suspected

- | | |
|--------|---------|
| 1. Yes | 2. X No |
|--------|---------|

Liquor/drug use: evidentiary tested

- | | |
|--------|---------|
| 1. Yes | 2. X No |
|--------|---------|

Any passengers/pedestrians?

No X Yes (Write particulars on page 3)

DETAILS OF VEHICLE A OR A

N S E X W

Check if front and back number plate correspond with licence disc and expiry date of disc

CC94BB 6P

Silver grey

VW

Caravelle

N/A

N/A

- | | | |
|----------|-------|-----------|
| 1. X Yes | 2. No | 0 Unknown |
|----------|-------|-----------|

mphahlele towing

083 470 5212 Oubrey

VEHICLES

Travel towards direction

Number plate number

Licence disc number

Colour

Make

Model (e.g. 280SE, ASTRA)

*Trailer number plate number

Carried passengers for reward? (e.g. bus or taxi)

Breakdown company, telephone number & driver name

DETAILS OF VEHICLE B OR B

N X S E W

Check if front and back number plate correspond with licence disc and expiry date of disc

YWH 424 6D

4024047A43TI

Blue

Hyundai

I 20

N/A

&

- | | | |
|--------|---------|------------|
| 1. Yes | 2. X No | 0. Unknown |
|--------|---------|------------|

Precision Butlego

071 300 4557

VEHICLE TYPE

Passenger Vehicles: Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

01. Motor car or station wagon X

02. Combim/minibus X

03. Midibus

04. Bus

05. Bus-train

Goods vehicles: Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

06. Light delivery vehicle

07. Panel van

08. GVM > 3500kg (greater than)

09. Truck: articulated

10. Truck: articulated multiple

Motor cycles: Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

11. 125cc and under

12. Above 125cc

13. Tri-cycle

14. Quadri-cycle

Other vehicles: Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

15. Bicycle

16. Mobile equipment (driven)

17. Caravan/trailer

18. Tractor

19. Animal-drawn vehicle

98. Other (specify) _____

LIGHT CONDITION: (Mark ONE only)

1. ☒ Daylight 3. Night: unlit 8. Other (specify) _____

2. Night: lit by street lights 4. Dawn/dusk

WEATHER CONDITIONS AND VISIBILITY: (May mark more than one)

1. ☒ Clear 4. Mist/fog 7. Fire/smoke

2. Overcast 5. Hail/snow 9. Severe wind

3. Rain 6. Dust 0. Unknown

ROAD SURFACE TYPE: (Mark ONE only)

1. Concrete 3. Gravel 8. Other (specify) _____

2. ☒ Tarmac 4. Dirt

QUALITY OF ROAD SURFACE: (Mark ONE only)

1. ☒ Good 4. Cracks

2. Bumpy 5. Corrugated

3. Pothole 8. Other (specify) _____

ROAD SURFACE: (Mark ONE only)

1. ☒ Dry 5. Snow 9. Water: standing or moving

2. Wet 6. Loose gravel or sand

3. Wet in areas 7. Slippery

4. Ice 8. Other (specify) _____

ROAD MARKING VISIBILITY: (Mark ONE only)

0. Unknown 2. Not good (specify) _____

1. ☒ Good 7. N/A

OBSTRUCTIONS:

1. Accident site 3. Roadblock 9. ☒ None

2. Roadworks 8. Other (specify) _____

OVERTAKING CONTROL: (Mark ONE only)

1. Barrier line 2. Road sign 7. N/A

9. ☒ None

TRAFFIC CONTROL TYPE: (Mark ONE only)

1. ☒ Robot 8. All robots out of order

2. Stop sign 9. Some robots out of order (specify) _____

3. Yield sign

4. Officer 10. Flashing robots (red/yellow)

5. Officer+robot 11. Boom

6. Uncontrolled junction 12. Pedestrian crossing

7. Not at junction, crossing or barrier line 13. Barrier line

ROAD SIGNS CLEARLY VISIBLE:

1. ☒ Yes 2. No 7. N/A

CONDITION OF ROAD SIGNS:

1. ☒ Good 2. Not good 3. Damaged or missing

7. N/A (specify) _____

DIRECTION OF ROAD: (Mark ONE only)

1. ☒ Straight 2. Curving 3. Sharp curve 90 degree bend

FLAT OR SLOPED: (Write vehicle reference letter (A, B, C, etc.) in the blocks.)

1. ☒ Flat 2. Uphill 4. Steep uphill

3. Downhill 5. Steep downhill

POSITION OF VEHICLE BEFORE ACCIDENT:

Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

1. Correct road lane ☒ 4. Road shoulder

2. Wrong road lane (but right side of road) 5. On-road parking bay

3. Wrong side of road 6. Off-road parking bay

VEHICLE MANOEUVRE/ WHAT DRIVER WAS DOING:

Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

01. Turning right 12. Sudden stop

02. Turning left 13. Busy parking

03. U-turn 15. Changing lane

04. Enter traffic flow 16. Swerving

05. Merging 17. Slowing down

06. Diverging 18. Avoiding object

07. Overtaking: pass to right 19. Stationary (e.g. waiting in traffic)

08. Overtaking: pass to left 20. Parked (e.g. in parking bay)

09. Travelling straight 98. Other _____

10. Reversing

11. Sudden start

VEHICLE DAMAGE: (More than ONE of the options below may be selected for each vehicle, if applicable)

Write the vehicle reference letter (A, B, C, etc.) in the blocks. A B

01. Right front 11. Bonnet

02. Right mid-front 12. Roof

03. Right mid-back 13. Boot

04. Back right 14. Multiple

05. Back centre 15. Caught fire

06. Back left 16. Rolled

07. Left mid-back 17. Damage undercarriage

08. Left mid-front 18. Damage no detail

09. Left front 19. No damage

10. Front centre ☒ 20. Windscreens/windows

ACCIDENT TYPE:

1. Head/rear end 11. Single vehicle overturned

2. Head on 12. Accident with pedestrian

3. Sideswipe: opposite directions 13. Accident with animal (specify) _____

4. Sideswipe: same direction 14. Accident with train

8. ☒ Approach at angle - both travelling straight 15. Accident with fixed/other object (specify) _____

16. Single vehicle left the road

Was this a Hit & Run accident? 1. Yes 2. No

ACCIDENT SKETCH:

Show Direction North with arrow. Show direction, position and reference number of each vehicle, pedestrian, alleged point of impact, tyre marks, fixed point(s), and other object(s) involved. Measurements are optional.

BRIEF DESCRIPTION OF THE ACCIDENT:

Driver A alleges that she was driving from south to north direction in Eastwood street by the time she saw the red light it was already late and she was already into the road (Barnes bar) and then she bumped vehicle B. Driver B alleges that he was driving from west to east direction in Barnes Court the robot was green for him to drive then vehicle A bumped at the right rear and the vehicle lost control and bumped the tree.

10017172
S. J. P. R.

SUMMARY OF PERSONS INVOLVED (including driver/cyclist)

1. Number of persons dead (killed): 3. Number of persons slightly injured:
 2. Number of persons seriously injured: 4. Number of persons not injured:

PARTICULARS OF PASSENGERS WHO ARE NOT INJURED

Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W

PARTICULARS OF KILLED OR INJURED PASSENGERS AND PEDESTRIANS

Passenger number (1, 2, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.)	Pedestrian (P, Q, etc.)
in vehicle (A, B, etc.)		in vehicle (A, B, etc.)	

MSA
 ID type/ ID number 1011129
 Country of origin of ID
 Surname
 Home/contact address
 Telephone number
 Cellphone/other number
 How would you describe the person?
 Gender
 Severity of injury
 Ambulance service, driver, case reference number & hospital

MSA
 ID type/ ID number 1030519
 Country of origin of ID
 Surname
 Home/contact address
 Telephone number
 Cellphone/other number
 How would you describe the person?
 Gender
 Severity of injury
 Ambulance service, driver, case reference number & hospital

1. Yes	2. No	0. Unknown	Seatbelt fitted/helmet present	1. Yes	2. No	0. Unknown
1. Yes	2. No	0. Unknown	Seatbelt/helmet definitely used	1. Yes	2. No	0. Unknown
1. Yes	2. No		Liquor/drug use suspected	1. Yes	2. No	
1. Yes	2. No		*Liquor/drug use: evidentiary tested	1. Yes	2. No	

Passenger number (1, 2, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.)	Pedestrian (P, Q, etc.)
in vehicle (A, B, etc.)		in vehicle (A, B, etc.)	

MSA
 ID type/ ID number 1010912
 Country of origin of ID
 Surname
 Home/contact address
 Telephone/contact number
 Cellphone/other number
 How would you describe the person?
 Gender
 Severity of injury
 Ambulance service, driver, case reference number & hospital

MSA
 ID type/ ID number 1030731
 Country of origin of ID
 Surname
 Home/contact address
 Telephone/contact number
 Cellphone/other number
 How would you describe the person?
 Gender
 Severity of injury
 Ambulance service, driver, case reference number & hospital

1. Yes	2. No	0. Unknown	Seatbelt fitted/helmet present	1. Yes	2. No	0. Unknown
1. Yes	2. No	0. Unknown	Seatbelt/helmet definitely used	1. Yes	2. No	0. Unknown
1. Yes	2. No		Liquor/drug use suspected	1. Yes	2. No	
1. Yes	2. No		*Liquor/drug use: evidentiary tested	1. Yes	2. No	

SUMMARY OF PERSONS INVOLVED (including driver/cyclist)

1. Number of persons dead (killed): 3. Number of persons slightly injured:
 2. Number of persons seriously injured: 4. Number of persons not injured:

PARTICULARS OF PASSENGERS WHO ARE NOT INJURED

Surname and initials	Passenger number	In vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	In vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	In vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W

PARTICULARS OF KILLED OR INJURED PASSENGERS AND PEDESTRIANS

Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
10202020197085		10107170115086	
MSA Lauyatswala Initials L 07 monou street atteridgeville	Age 0008	MSA mauthe Initials P 10 mosethy street atteridgeville	Age
(082) 6794877	H W		H W
1. Asian 2. <input checked="" type="checkbox"/> Black 3. Coloured	H W	1. Asian 2. Black 3. Coloured	H W
4. White 98. Other 00. Unknown	H W	4. White 98. Other 00. Unknown	H W
1. Male 2. Female 0. Unknown	H W	1. Male 2. <input checked="" type="checkbox"/> Female 0. Unknown	H W
1. Killed 2. Serious 3. Slight 4. No injury	H W	1. Killed 2. Serious 3. Slight 4. No injury	H W

1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	Seatbelt fitted/helmet present	1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown
1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	Seatbelt/helmet definitely used	1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown
1. Yes 2. <input checked="" type="checkbox"/> No	Liquor/drug use suspected	1. Yes 2. <input checked="" type="checkbox"/> No
1. Yes 2. <input checked="" type="checkbox"/> No	*Liquor/drug use: evidentiary tested	1. Yes 2. <input checked="" type="checkbox"/> No

Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
1		1021024	
MSA mauthe Initials L President Plat bos gerald moedys sunnyside	Age	MSA Phala Initials ODM 405 darenish gardens legds and park sunnyside	Age
(079) 0676151	H W	(072) 3726343	H W
1. Asian 2. <input checked="" type="checkbox"/> Black 3. Coloured	H W	1. Asian 2. Black 3. Coloured	H W
4. White 98. Other 00. Unknown	H W	4. White 98. Other 00. Unknown	H W
1. Male 2. Female 0. Unknown	H W	1. Male 2. Female 0. Unknown	H W
1. Killed 2. Serious 3. Slight 4. No injury	H W	1. Killed 2. Serious 3. Slight 4. No injury	H W
1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	Seatbelt fitted/helmet present	1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	
1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	Seatbelt/helmet definitely used	1. Yes 2. No 0. <input checked="" type="checkbox"/> Unknown	
1. Yes 2. <input checked="" type="checkbox"/> No	Liquor/drug use suspected	1. Yes 2. <input checked="" type="checkbox"/> No	
1. Yes 2. <input checked="" type="checkbox"/> No	*Liquor/drug use: evidentiary tested	1. Yes 2. <input checked="" type="checkbox"/> No	

SUMMARY OF PERSONS INVOLVED (including driver/cyclist)

1. Number of persons dead (killed):
2. Number of persons seriously injured:
3. Number of persons slightly injured:
4. Number of persons not injured:

PARTICULARS OF PASSENGERS WHO ARE NOT INJURED

Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W
Surname and initials	Passenger number	in vehicle (A, B, etc)
ID number	Telephone/Cellphone number	H W

PARTICULARS OF KILLED OR INJURED PASSENGERS AND PEDESTRIANS

Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
10210643		1	
ASA Seite Initials BSA S	Age	Country of origin of ID	Age
66 Ishora street afterburyville		Surname	
		Home/contact address	
		Telephone number	
		Cellphone/other number	
		How would you describe the person?	
		Gender	
		Severity of injury	
		Ambulance service, driver, case reference number & hospital	
		Seatbelt fitted/helmet present	
		Seatbelt/helmet definitely used	
		Liquor/drug use suspected	
		*Liquor/drug use: evidentiary tested	

Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)	Passenger number (1, 2, etc.) in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
1		1	
heruli Initials M	Age	Country of origin of ID	Age
		Surname	
		Home/contact address	
		Telephone/contact number	
		Cellphone/other number	
		How would you describe the person?	
		Gender	
		Severity of injury	
		Ambulance service, driver, case reference number & hospital	
		Seatbelt fitted/helmet present	
		Seatbelt/helmet definitely used	
		Liquor/drug use suspected	
		*Liquor/drug use: evidentiary tested	

WITNESSES

A police/traffic officer/other authorised person must make an attempt to obtain witnesses to an accident. This is particularly important in respect of independent eyewitnesses.

Bystanders at a scene of an accident must not be chased away before a good attempt is made by an officer to find out whether anyone witnessed (saw) the accident, and/or can give valuable information about circumstances relating to the accident, and/or can assist with the identification of deceased or seriously injured persons involved in the accident.

In the event of a reliable witness (passenger or independent eyewitness) residing or working in another city/town, an affidavit must, as soon as possible, be taken from him/her either at the scene or at the police station/traffic department. (This is in the event of a CR/CAS police case docket being registered.)

Independent eyewitness

Passenger of vehicle

Independent eyewitness

Passenger of vehicle

Surname & initials

Work/contact
address

Code

Code

()

Cellphone number/
Telephone number

()

PEDESTRIANS AND CYCLISTS ONLY: Person Reference**Position**

1. Roadway 2. Sidewalk /verge 3. Shoulder of road 4. Median

Location

1. Within marked crossing 2. Within 50m of crossing 3. Not at crossing

Manoeuvre

1. Facing traffic 2. Back to traffic 3. Crossing road

Pedestrian Action (for pedestrians only)

1. Walking 2. Running 3. Standing 4. Playing

5. Sitting 6. Lying down 7. Working 8. Other

Colour of clothing

1. Light 2. Dark 3. Light&Dark 4. Reflective

8. Other (Specify)

DANGEROUS GOODS ONLY: Vehicle Reference**Dangerous goods carried in/on vehicle**

Y N

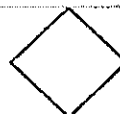
1. Dangerous goods carried

2. Spillage occurred

3. Vapour/gas emission occurred

If dangerous goods were carried

Y N

Dangerous goods placard
displayed on vehicle:Draw placard and write
the Code/SIN
on the diagram

Code/SIN

Substance Identification Number

SPECIAL OBSERVATIONS: Vehicle reference

Tyre appears to have burst 1. No 2. Yes 0. Unknown

Length of skidmarks: Tape measure metres

Lights 1. Good 2. Faulty/not visible 0. Unknown

Reflector quality
(or reflective tape) 1. Good 2. Faulty/not visible 0. Unknown

Chevron quality 1. Good 2. Faulty/not visible 0. Unknown

Other/Comment

SPECIAL OBSERVATIONS: Vehicle reference

Tyre appears to have burst 1. No 2. Yes 0. Unknown

Length of skidmarks: Tape measure metres

Lights 1. Good 2. Faulty/not visible 0. Unknown

Reflector quality
(or reflective tape) 1. Good 2. Faulty/not visible 0. Unknown

Other/Comment

SPECIAL OBSERVATIONS: Person number In vehicle

Trapped/fallen out? 1. Trapped 2. Fallen out 7. N/A

Use of cellphone or other hand-
held instrument suspected 1. Yes 2. NoOther relevant information
(e.g. disabled person, etc)**SPECIAL OBSERVATIONS: Person number** In vehicle

Trapped/fallen out? 1. Trapped 2. Fallen out 7. N/A

Use of cellphone or other hand-
held instrument suspected 1. Yes 2. NoOther relevant information
(e.g. disabled person, etc)

Particulars of summons/written notice to appear in court issued by officer

Particulars of notice to discontinue use of vehicle issued by officer

Office in which area the accident occurred

Date Stamp

Occurrence Book no.

Accident Register no.

SAPS CAS no.

Name of Department
(Met/Mun Pol/Traffic/SAPS)**INSPECTED BY:**

Initials

Rank

Signature

Surname

Service number

Capturing Number

(Copied from
Page 1)**Office where accident was reported/form is completed**

Name of Department (Met/Mun Pol/Traffic/SAPS)

Oswatane Metro Police

Occurrence Book no.

COMPLETED BY:

Driver, official, etc.

Initials

Rank

Surname

Service number

Date

06/06/2017 Time 15:27

Signature

CONSENT

I, the undersigned,

LESEDI DIKELEDI MAUTLA

(ID NR: 020125 0563 081)

do hereby give my consent to any:-

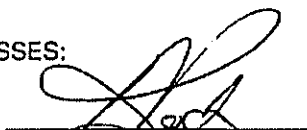
- 1 Police department;
- 2 Hospital or medical practitioner;
- 3 School/Educational institution

to make all information/documentation/records which are relevant to the investigation and quantification of my claim, (which claim arises from the motor vehicle collision which occurred on 6 JUNE 2017) available to my attorneys, Messrs **ADAMS & ADAMS**.

SIGNED AT PRETORIA ON THIS 9TH DAY OF NOVEMBER 2020

AS WITNESSES:

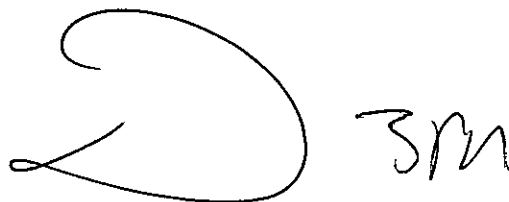
1



2



CLIENT



SPECIAL POWER OF ATTORNEY

I, the undersigned,

LESEDI DIKELEDI MAUTLA
(ID NR: 020125 0563 081)

1.

do hereby nominate, constitute and appoint **THE PARTNERS, SENIOR ASSOCIATES and ASSOCIATES of ADAMS & ADAMS, Lynnwood Bridge, 4 Daventry Road, Lynnwood Manor, Pretoria** with Power of Substitution, to be my lawful Attorney and Agent in my name, place and stead to:

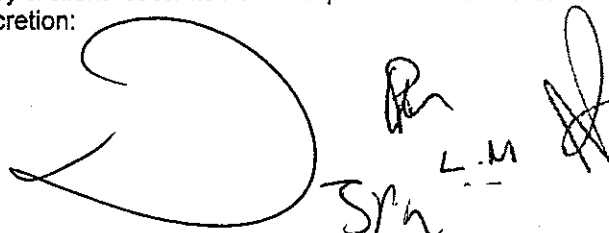
- 1.1 Institute an action on my behalf and to make all the necessary investigations including the appointment of assessors and/or an accident reconstruction expert into the circumstances relating to an accident which occurred on 6 JUNE 2017.
- 1.2 Obtain from the relevant hospitals and doctors concerned, all facts, x-rays, medical reports, hospital and doctors' personal records and accounts and details relating to the injuries sustained as well as to arrange for medical examinations by doctors and other experts for medico-legal/actuarial opinions and reports on my behalf and for any other expert reports you deem reasonable for the purpose of my case.
- ☐ 1.3 Obtain details of medical and hospital records prior to the accident.
- 1.4 Obtain from present and past employers all details regarding employment.
- 1.5 Ascertain the name of the Third Party Insurers of the vehicle/s involved and thereafter to sign and file the necessary claim form on my behalf and therein to insert estimates of the amount of compensation claimable for damages, such amount to be in my said Attorney's discretion.
- 1.6 Negotiate a settlement, after discussion with me, with the relevant Third Party Insurers or its attorneys, and to agree with them on figures of settlement and to advise me thereof.
- 1.7 Sign any Release or Discharge in respect of the merits, and/or for the amount of the settlement and in order to receive and recover the said amount in the event of my not being available to sign a Release or Discharge, either because I have failed to keep my said Attorney informed of any change in my work, residential or postal address, or where the balance of convenience favours my said Attorney signing the said Release or Discharge document on my behalf at my request.
- 1.8 Pay all assessors' fees, medico-legal and other experts' charges and disbursements incurred on my behalf as a first deduction from the capital sum to be received, together with interest on all such fees/charges/disbursements as referred to below.
- ☐ 1.9 Engage a third party who need not be an Attorney, to draw and either tax or agree with Defendant a party & party bill of costs on my behalf and an attorney & client bill of costs (if required) at my own expense. If an attorney & client fee is agreed upon between the Attorney and me, then I agree to waive the right to ask for the drawing and taxation of an attorney & client bill of costs;
- 1.10 Brief advocates, including both senior and junior advocates if deemed necessary, to provide input and assistance on all matters relating to the third party claim and action to be instituted

and generally for effecting the purposes aforesaid, to do or cause to be done whatsoever they in their discretion deem requisite, as fully and effectually, for all intents and purposes, as I might or could do if personally present and acting herein - hereby ratifying, allowing or confirming and promising and agreeing to ratify, allow and confirm all and whatsoever my said Attorney and Agent shall lawfully do, or cause to be done, by virtue of his presence.

2.

I further confirm and acknowledge that:

- 2.1 The difference between "party & party" costs and "attorney & client" costs has been explained to me and what the present tariff charge is and that you may, in your discretion:

Handwritten signatures and initials at the bottom right of the document. There is a large, stylized signature that appears to be 'Sph' or similar, followed by 'L.M.' and another signature.

2.1.1 Charge me the following fees in respect of all work which is done on an hourly basis including *inter alia* consultations, court appearances and attendances, pre-trial conferences, roundtable meetings, time spent on research, preparation for trial/meetings/conferences/consultations, perusal and review of literature, telephone calls and travelling, preparation of settlement agreements, pleadings, rule 35(3) notices and the responses to such notices, requests for particulars and the responses to such requests for particulars:

2.1.1.1.	First year Candidate Attorney and 3P admin assistant	R1 300.00 per hour
2.1.1.2.	Second year Candidate Attorney and paralegal	R1 570.00 per hour
2.1.1.3.	Associate with one year experience	R2 500.00 per hour
2.1.1.4.	Associate with two years' experience	R2 700.00 per hour
2.1.1.5.	Associate with three to four years' experience	R3 080.00 per hour
2.1.1.6.	Associate with more than 5 years' experience	R3 500.00 per hour
2.1.1.7.	Senior Associates with less than 10 years' experience	R4 100.00 per hour
2.1.1.8.	Senior Associate with more than 10 years' experience	R4 320.00 per hour
2.1.1.9.	Partner with less than 10 years' experience	R4 320.00 per hour
2.1.1.10.	Partner with more than 10 years' experience	R5 200.00 per hour

2.1.2 In addition thereto, an amount equivalent to double that as prescribed from time to time in the Tariff of Fees of Attorneys by the High Court Act No 59 of 1959 for all work which is not done on an hourly basis in connection with the said action.

2.1.3 Adams & Adams however undertakes to limit its attorney and own client fee that cannot be recovered from the Road Accident Fund, where matters are successfully finalised and compensation is recovered, to a maximum of 10% to 15% (excluding VAT) of the value of the claim. Should Adams & Adams' actual attorney and own client fee however be less than the aforementioned maximum fee in such matters successfully finalised, then Adams & Adams will limit its attorney and own client fee to such actual fee only. This limitation will only apply on matters that are finalised by Adams & Adams Attorneys.

2.1.4 Adams & Adams further undertakes to only charge a nominal fee for services rendered where matters are finalised by Adams & Adams in instances where the claim was not successful and no compensation was recovered on behalf of the client.

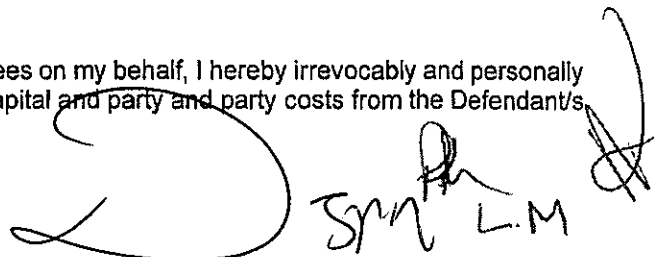
2.2 I have been advised that the aforesaid hourly charge has been calculated in relation to:

- i) The cost structure of an Attorney's office;
- ii) Your particular expertise in the field of personal injury;
- iii) Investigations with regard to both the merits and quantum which include medical research, perusal and review.

I confirm that it is hereby agreed that the hourly tariff referred to in paragraph 2.1.1 above will escalate annually with 8% as from the 1st day of January of each consecutive year. In the event of a promotion of a professional, or a new tariff being applicable due to the years of practice of any of the professionals assisting me with this matter, the new hourly tariff for the elevated position will be charged.

2.3 If, in your sole discretion, you deem that the complexity and/or substantial nature of my case warrants it, I acknowledge that it may be necessary for more than one attorney to be involved in handling my case at any one time and that I will be billed accordingly.

2.4 In view of the fact that you will incur disbursements and fees on my behalf, I hereby irrevocably and personally authorise you to recover and receive on my behalf the capital and party and party costs from the Defendant/s.

Handwritten signature and initials, including "S.M." and "L.M.", and a large circular mark.

in my claim and to deduct all fees, unpaid disbursements, and interest, if any as set out in 2.6 below from the capital amount before payment of the balance of it to me.

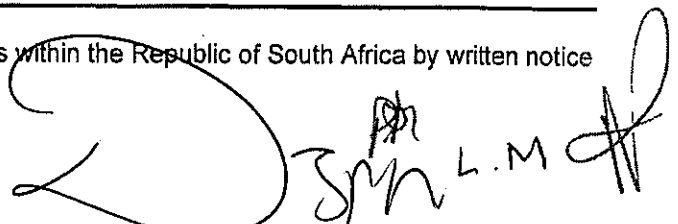
- 2.5 I confirm and acknowledge that I will be liable for payment of the fees and disbursements of my attorneys (and/or their agents) for travelling to and conveying me to inspections in loco, work visits, consultations with experts, counsel, court and other third parties and that I will be charged on the tariff of my attorneys as set out in paragraph 2.1 above. I further confirm in this regard that my attorneys will be entitled to also charge me for time spent waiting for me, in full on the same tariff.
- 2.6 In regard to disbursements which must be paid prior to the finalisation of the claim, such as Assessor's/Counsel's fees, agent's fees and expert's charges, I undertake to pay them within 20 days after receipt of a tax invoice / account tendered to me by Adams & Adams (receipt being deemed to have taken place on a date 7 days after dispatch of any correspondence enclosing the tax invoice / account for remittance). If such disbursements are not paid within the period referred to, then I will be liable to pay penalty interest on the outstanding amount on any tax invoice / account, at the maximum interest rate allowed under the provisions of the National Credit Act (Act 34 of 2005). The amount of this interest shall be calculated annually and compounded monthly in arrears.
- 2.7 I undertake to effect payment of all courier and delivery charges that Adams & Adams may incur for whatever reason on the same basis as any other disbursements as stipulated in Clause 2.6 above.
- ☐ 2.8 I will be liable for any amount levied with regard to V.A.T.
- 2.9 You are hereby authorised to deposit any amount that you either receive from me as a deposit for services to be rendered and/or the balance of any amount received on my behalf (after deduction of your outstanding fees, disbursements and interest, if any, on unpaid disbursements), in a call account at the best rate of interest available to you, subject to normal market fluctuations, at a recognised bank or building society; such investment to be held on my behalf in terms of Section 86(4) of Act 28 of 2014. I confirm that the account shall be in the name of Adams & Adams and held under your sole control. Any commission or interest earned on such account shall be for my benefit. I understand that I shall be liable for taxation, if any, attracted by the interest so earned.

3.

I further confirm that:

- ☐ 3.1 If I insist on enforcing my right to ask for the drawing and taxation or assessment of an Attorney and Own Client bill of costs, or should my attorneys for any reason have to proceed to have such a bill of costs prepared to enforce their rights re payment of their fees and disbursements against me, then my attorneys shall be entitled to whatever amount is allowed on taxation or assessment whether it be greater or smaller than the amount recorded in the accounts as originally rendered, and furthermore that my attorneys will be entitled to recover fees and disbursements in respect of the drafting and taxation or assessment of such bill of costs as provided for herein. I also irrevocably consent thereto that my attorneys may in their sole discretion elect to either have the Attorney and Own Client bill of costs taxed by a Taxing Master of the High Court or assessed by a committee of the South African Legal Practice Council or such other official body that is tasked with the determination of such disputes. The limitation of fees as provided for in paragraph 2.1.3 will as such not be applicable in these instances.
- 3.2 I confirm further that this Power of Attorney shall regulate the entire attorney and client relationship between myself and Adams & Adams, shall be effective from the inception of my instruction to Adams & Adams irrespective of the date on which it is signed.
- 3.3 No amendment or variation of any of the terms contained in this Power of Attorney shall be of any force and effect unless reduced to writing and signed by both parties hereto.
- 3.4 I choose as *domicilium citandi et executandi* for purposes of any report, notice or service of any process, the following physical address, and confirm that notice or service of process either by hand delivery/service by Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and service:

- 3.5 I shall be entitled to change my *domicilium* to any address within the Republic of South Africa by written notice



delivered or sent by prepaid registered post to Adams & Adams Attorneys.

4.

It is recorded that the various clauses and sub clauses in this agreement are divisible, and in the event of any clause or sub-clause being found by a competent court to be void or for any reason unenforceable, this shall not affect the remaining clauses which shall continue to be in force and binding on the parties to this agreement.

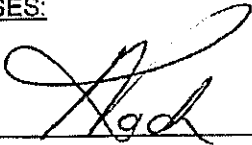
5.

I do hereby give my consent to any employer (be it past or present), insurance company, school and/or educational institution, police department, hospital or medical practitioner (inclusive of, but not limited to my treating psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discretion relevant to the investigation and quantification of my third party claim, (which claim arises from the motor vehicle collision which occurred on the abovementioned date) available to my attorneys, Messrs **ADAMS & ADAMS** and the **ROAD ACCIDENT FUND**.

SIGNED AT PRETORIA ON THIS 9TH DAY OF NOVEMBER 2020

AS WITNESSES:

1.



2.



SPM
L.M

Adams & Adams

CESSION AGREEMENT

CESSION AGREEMENT

BETWEEN

ADAMS AND ADAMS

AND

Name:

Lesedi Dikeledi Mautla

Domicilium:

605 Prudence Flats

125 Gerhard Moerdyk Str

Sunnyside Pretoria

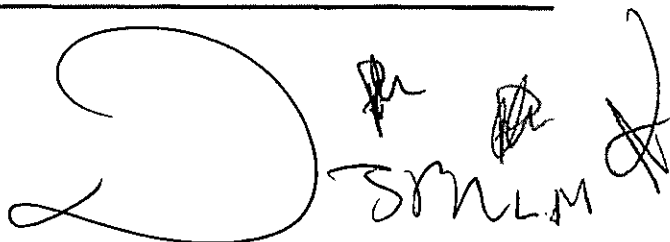
Postal address:

As above

Telephone Number: (H)

(W)

(Cell)

A large handwritten signature, possibly 'D', is followed by several smaller initials and a checkmark.

1. INTERPRETATION

1.1. The headnotes to the clauses of this Agreement are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof.

1.2. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

1.2.1. **"Act"** shall mean the Road Accident Fund Act, 1996 as amended from time to time

1.2.2. **"Adams and Adams"** shall mean Adams and Adams Attorneys

1.2.3. **"Agreement"** shall mean this cession agreement

1.2.4. **"Benefit"** shall mean the right to receive the full capital amount and all legal and other costs paid out by the Fund in respect of the Claim


1.2.5. **"Business Day"** shall mean any day other than a Saturday, Sunday or official public holiday of the Republic of South Africa

1.2.6. **"Claim"** shall mean the claim of the Client against the Fund in terms of the Act





1.2.7. **"Client"** shall mean the natural person whose particulars are set out on the cover page of this Agreement

1.2.8. **"Fund"** shall mean the Road Accident Fund, established in terms of the Act

1.2.9. **"Parties"** shall mean Adams and Adams and the Client and **"Party"** shall, as the context requires, be a reference to any one of them

SPH
LM

- 1.2.10. **"Power of Attorney"** shall mean the power of attorney signed by the Client in favour of Adams and Adams
- 1.2.11. **"Reversionary Rights"** shall mean the right to receive the amount in South African currency equal to the capital sum of the Benefit less legal fees, advocate's charges, disbursements (and interest on same) and all other costs incurred by Adams and Adams in the course of pursuing the Claim including, but not limited to, medico-legal accounts, expert charges, legal fees, advocate's charges courier charges and travelling / transporting charges and costs
- 1.2.12. **"Signature Date"** shall mean the date of signature of the Party last signing this Agreement
- 1.2.13. **"Vat"** shall mean value added tax, levied in accordance with the Value Added Tax Act, 1962.
- 1.4 The expiration or termination of the Agreement shall not affect such of the provisions of the Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.5 The Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed the Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, successors in title, administrators, trustees, permitted assigns or liquidators, as the case may be.

   
A.G. L.M.

**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**


Page 4

2 INTRODUCTION

- 2.1 The Client has instituted the Claim and has, by virtue of the provisions of the Power of Attorney, appointed Adams and Adams as its attorneys for purposes of pursuing the Claim.
- 2.2 The Client now wishes to cede all its right, title and claims in the Benefit to and in favour of Adams and Adams, provided that Adams and Adams shall in turn cede the Reversionary Rights back to the Client.
- 2.3 Accordingly, the Parties wish to enter into this Agreement to govern their relationship and to give effect to the provisions of this clause 2.

3 CESSION

- 3.1 The Client hereby irrevocably cedes to and in favour of Adams and Adams all of its rights, title and claims in the Benefit.
- 3.2 The Client warrants and represents that the Benefit or any right, title or interest in and to the Benefit has not been ceded to any other party prior to the cession recorded in clause 3.1.
- 3.3 Adams and Adams hereby cedes, with effect from the date upon which Adams and Adams has satisfied all its claims in terms of the Power of Attorney and this Agreement, the Reversionary Rights back to the Client, provided that, should it transpire that the Benefit or any right, title or interest in and to the Benefit, which is subject to this cession, has, on a prior date, been ceded to a third party or otherwise disposed of, then the cession of the Reversionary Rights in terms of this clause 3.3 shall become null and void.


3rin
A.T. L.M.

SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT

Page 5

4 ADDRESSES

4.1 Each Party chooses the addresses set out opposite its name below as its addresses to which all notices and other communications must be delivered for the purposes of the Agreement and its *domicilium citandi et executandi* ("*Domicilium*") at which all documents in legal proceedings in connection with the Agreement must be served:

4.1.1 Adams & Adams: **Domicilium:** Lynnwood Bridge
4 Daventry road
Lynnwood Manor
Pretoria
Postal address: P O Box 1014
Pretoria
0001
Telefax No: (012) 432 6000
E-mail: mail@adamsadams.com

Client: Shall be as set out on the cover page

4.2 Any notice or communication required or permitted to be given to a Party pursuant to the provisions of the Agreement shall be valid and effective only if in writing and sent to a Party's chosen address, telefax number or e-mail address in accordance with the provisions of clause 4.5, provided that documents in legal proceedings in connection with the Agreement may only be served at a Party's *Domicilium*.

4.3 Any Party may by written notice to the other Parties, change its chosen address, telefax number or e-mail address to another address, telefax number or e-mail address, provided that:

4.3.1 the change shall become effective on the 10th (tenth) Business Day after the receipt or deemed receipt of the notice by the addressee in accordance with the provisions of clause 4.4, and

Handwritten signatures and initials: Jm, PR, A.T., L.M.

**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**

Page 6

4.3.2 any change in a Party's *Domicilium* shall only be to an address in South Africa, which is not a post office box or a *poste restante*.

4.4 Any notice to a Party contained in a correctly addressed envelope; and

4.4.1 sent by prepaid registered post to it at its chosen address in clause 4.1; or

4.4.2 delivered by hand to a responsible person during ordinary business hours at its chosen address in clause 4.1;


shall be deemed to have been received in the case of clause 4.4.1 on the fifth Business Day after posting (unless the contrary is proved) and, in the case of clause 4.4.2 on the day of delivery.

4.5 Any notice by telefax or e-mail to a Party at its telefax number or e-mail address shall be deemed, unless the contrary is proved, to have been received on the first Business Day after the date of transmission.

4.6 Notwithstanding anything to the contrary contained in the clause 4, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address, telefax number or e-mail address as set out in clause 4.1.

5 GOVERNING LAW

The entire provisions of the Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Furthermore, the Parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Transvaal Provincial Division of the High Court of South Africa in regard to all matters arising from the Agreement.


A.T. L.M.

**SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT**

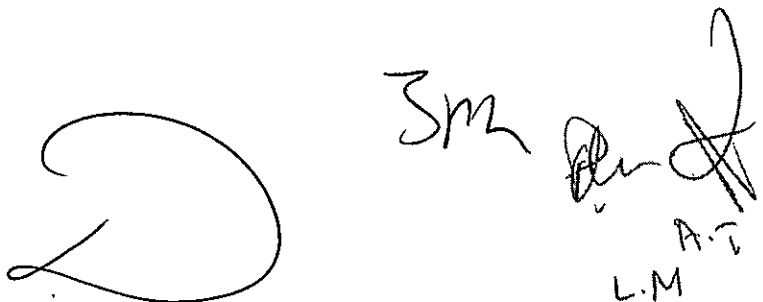
Page 7

6 TRANSACTION INDIVISIBLE

All the transactions and arrangements contained or contemplated under the provisions of the Agreement, constitute a single and indivisible transaction.

7 GENERAL

- 7.1 The document contains the entire agreement between the Parties in regard to the subject matter hereof.
- 7.2 No Party shall be bound by or have any claim or right of action arising from any express or implied term, undertaking, representation, warranty, promise or the like not included or recorded in the document whether it induced the contract and/or whether it was negligent or not.
- 7.3 No variation, amendment or consensual cancellation of the Agreement or any provision or term hereof and no settlement of any disputes arising under the Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of the Agreement shall be binding or have any force and effect unless reduced to writing and signed by or on behalf of the Parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be construed as relating strictly to the matter in respect whereof it was made or given.
- 7.4 No extension of time or waiver or relaxation of any of the provisions or terms of the Agreement shall operate as an estoppel against any Party in respect of its rights under the Agreement.
- 7.5 No failure by any Party to enforce any provision of the Agreement shall constitute a waiver of such provision or affect in any way such Party's right to require the performance of such provision at any time in the future, nor shall a waiver of a subsequent breach nullify the effectiveness of the provision itself.

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SPECIAL POWER OF ATTORNEY
AND CESSION AGREEMENT

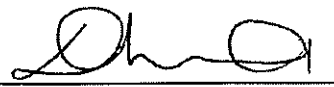
Page 8

- 7.6 Except as provided for under the Agreement, no Party shall cede any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other Party.
- 7.7 If any clause or term of the Agreement should be invalid, unenforceable, defective or illegal for any reason whatsoever, then the Parties shall negotiate in good faith to replace such clause with a clause which is valid, enforceable and legal but maintaining the essential provisions of that clause to the extent possible, provided that if the Parties should fail to reach agreement on such replacement clause, then the remaining terms and provisions of the Agreement shall be deemed to be severable therefrom and shall continue in full force and effect unless such invalidity, unenforceability, defect or illegality goes to the root of the Agreement.

SIGNED AT PRETORIA ON THIS 9 DAY OF November 2020

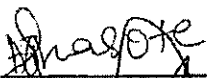

AS WITNESSES:

1. 
2. 




CLIENT

SIGNED AT PRETORIA ON THIS 9 DAY OF November 2020

AS WITNESSES:

1. 
2. 


ADAMS AND ADAMS

"FA4"

1

IN THE HIGH COURT OF SOUTH AFRICA
(GAUTENG DIVISION, PRETORIA)

Case No: _____

In the application between:

MAUTLA, LESEDI DIKELEDI
(IDENTITY NUMBER 020125 0563 081)

FIRST APPLICANT

STEYN, ANTOINETTE ELIZABETH BIANCA
STEYN
(IDENTITY NUMBER 890516 0176 089)

SECOND APPLICANT

DIPPENAAR, GERMARI
(IDENTITY NUMBER 840829 0078 085)

THIRD APPLICANT

STRUASS, JOHANNES CHRISTOFFEL
(IDENTITY NUMBER 730621 5256 086)

FOURTH APPLICANT

SILUMA, NOMTHANDAZO ELIZABETH
(IDENTITY NUMBER 851212 0785 080)

FIFTH APPLICANT

KUBOKO, SINOVUYO
(IDENTITY NUMBER 991009 0818 080)

SIXTH APPLICANT

RADEBE, NONHLANHLA CECILIA
(IDENTITY NUMBER 830517 0807 080)

SEVENTH APPLICANT

And

THE ROAD ACCIDENT FUND

FIRST RESPONDENT

THE MINISTER OF TRANSPORT

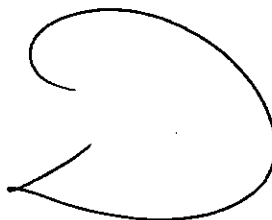
SECOND RESPONDENT

MS T MSIBI IN HER CAPACITY AS THE CHAIR
OF THE BOARD OF THE ROAD ACCIDENT
FUND

THIRD RESPONDENT

MR COLINS LETSOALO
CHIEF EXECUTIVE OFFICER, ROAD
ACCIDENT FUND

FOURTH RESPONDENT



CC
SPM 1

THE LEGAL PRACTICE COUNCIL

FIFTH RESPONDENT

CONFIRMATORY AFFIDAVIT

I, the undersigned

CLIFFORD CHRISTOFF SIBANYONI
IDENTITY NUMBER 7703295638086

do hereby make oath/affirm that:

1.

1.1. I am a major male employed as a driver at Adams & Adams Attorneys,
Lynnwood Bridge Office Park, 4 Daventry Road, Lynnwood Ridge,
Pretoria.

1.1. The facts contained herein fall within my personal knowledge and are to
the best of my believe both true and correct.

2.

I have perused the founding affidavit deposed to by Mr Jean-Paul Rudd and
confirm the correctness thereof in so far as it relates to me.

 CC
3m 1

3.

I wish to specifically confirm that:

- 3.1. On 12 May 2021, I was instructed by Adams & Adams to deliver a lodgement letter to the Road Accident Fund. The aforesaid letter was delivered on behalf of Ms Lesedi Mautla, which I am advised is one of Adams & Adams' clients.
- 3.2. I delivered the aforesaid letter to an employee of the Road Accident Fund located at the lodgement office, on the ground floor. The employee (whose further particulars are unknown to me) read the lodgement letter and attaching documentation and thereafter refused to accept the lodgement on the basis that it did not comply with the Road Accident Fund's directive.
- 3.3. The aforesaid employee handed me the letter of refusal which I delivered to Adams & Adams.



 DEPONENT

SIGNED and SWORN to before me at PRETORIA on this 25th day of MAY 2021 the deponent having acknowledged that he knows and understands the contents of this affidavit, the regulations contained in Proclamation R1258 dated 21 July 1972, as amended, having been complied with.



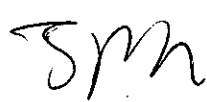
 COMMISSIONER OF OATH

Capacity:

Area:

Address:




 SARIE DU PLOOY
 Commissioner of Oaths (ex officio)
 Chartered Management Accountant ACMA CGMA
 4 Daventry Street, Lynnwood Manor
 Pretoria

"FA 5"



Email Address: *mail@adams-afrika*
Postal Address:

Contact Number:

Plaintiff Attorney:

ADAMS & ADAMS

Date *12/5/2021*

RE:
YOUR REF:

NK/PPM/P4917

Dear Madam/Sir

☐ 1 We acknowledge receipt of your letter dated *11/5/2021* containing a purported claim being lodged against the RAF for compensation in terms of section 17 of the Road Accident Fund Act, 56 of 1996.

2 On the 08th of March 2021 the RAF, acting in terms of section 4(1)(a) of the Act, published a directive approved by the Board which sets out the list of compulsory minimum documents required for the effective administration of claims and payment of compensation as contemplated in section 3 of the Act.

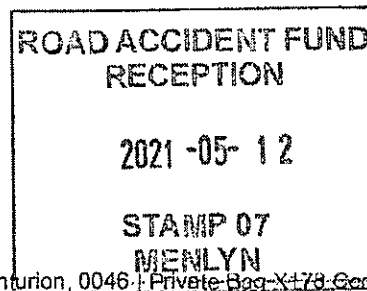
3 In addition to paragraph 2 above, we further wish to draw your attention to section 24(4)(a) of the Act which provides that "any form referred to in this section which is not completed in all its particulars shall not be acceptable as a claim under this Act".

4 We object to the validity of the claim in terms of section 24(4)(a) of the Act on the following basis:

☐ 4.1 Please refer to the attached completed checklist for the outstanding compulsory documents. The items that have not been elected constitute the outstanding documents which render your claim not acceptable, for purposes of a validly lodged claim.

5 Kindly take note that as a result of the non – compliance with the Act and the Directive issued by the RAF, prescription has not been interrupted.

Yours sincerely



Centurion: Eco Glades 2, 420 Witch Hazel Avenue, Centurion, 0046 | Private Bag X178, Centurion 0046
T +27 12 621 1600 | www.raf.co.za

Board Members: Ms Thembelihle Msihi (Chairperson), Dr Nomonde Mabuya-Moloele (Vice Chairperson), Mr Hlengiwe Dantels, Ms Lorraine Francois, Mr Lusani Mulaudzi, Mr Khotso Mothobi, Mr Moses Nyama, Dr Maria Peenze, Mr Thulani Tshabalala, Mr Mokoditloa Moemi (Director General of Transport)

CLAIMS LODGEMENT PRE-ASSESSMENT TEMPLATE - INJURY BENEFITS

Important! Please read the Disclaimer at the end of this form.



Version 2021/04/20 v1

Lodgement Officer Name	Lodgement Consultation Date		Lodgement Reference Number
Lodgement Officer Signature	0201250663081		
Lodgement Officer E-Number	Represented <input checked="" type="checkbox"/> Unrepresented <input type="checkbox"/>	Lodgement Office	
Claimant Type	LD Mouton	Date of Accident	06/06/2017
Claimant Name and Surname	ADAMS S ADAMS	Contact Number	
Attorney Details	LD Mouton	Alternative Contact Number	
Injured/Deceased Name and Surname	Email address		

1. Products Claimed (Mark with an X)

General Damages	Loss of Earnings	Past Medical Expenses
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identified	Hit and Run	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	
2. Type of injured/ deceased (Mark with an X)		
Driver	Passenger	Pedestrian
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cyclist	Motorcyclist	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Standard Required Documentation - Check standard documents provided (Mark with an X)

RAF 1 Form	Any other statements/documents in accordance with section 19(f) (ii)
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certified copy of Claimant's ID	Certified copy of Injured/Deceased Identity Document (if different from Claimant)
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Official Accident Report	Docket and sketch plan
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Consent for RAF to obtain and inspect hospital and medical records in terms of section 19() (ii) and 19 (e)(iii)	Hospital Records/SMR
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Drivers' Statement (if injured was the Driver)	Affidavit in terms of Section 19(f)(i)
<input type="checkbox"/>	<input checked="" type="checkbox"/>
Court Order or Masters' letter of appointment (If Curator submitting on behalf of minor - LoS (if applicable))	Unabridged birth certificate (if natural guardian is claiming on behalf of minor). If it's the legal guardian claiming on behalf of minor they must submit a court order.
<input type="checkbox"/>	<input type="checkbox"/>
Power of Attorney (if Represented)	Contingency fee agreement (if Represented)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



Important! Please read the Disclaimer at the end of this form.

CLAIMS LODGEMENT PRE ASSESSMENT TEMPLATE

4. Product Specific Claims Administration Required Documentation - Check specific documents provided (Mark with an X)

General Damages	
Copies of all Hospital & Medical Records in terms of section 19 (e) (i) and 19 (e) (ii)	
Photographs of injuries or scarring, where applicable	
RAF 4 form for serious injury report duly completed in line with AMA guides	
Narrative test where applicable	
Ambulance records	
Loss of Earnings	
RAF 4 Form	
Copies of all Hospital & medical records, including Photographs of injuries or scarring.	
Employer's certificate showing nature of employment, the period of service, remuneration, prospects of advancement and retirement age	
Proof of any other income	
Claimant's tax records (if not available, communication from SARS that Claimant is not registered for tax), in which case a bank statement for three years preceding accident must be submitted	
Payslips pre and post-accident	
Copies of all Hospital & Medical Records in terms of section 19 (e) (i) and 19 (e) (ii)	
Copies of all hospital and medical accounts	
Medical reports or documentation establishing or substantiating claimant's temporary/ permanent disability and the loss of earnings claimed (Medico legal reports)	
Official confirmation of remuneration / compensation received from other sources	
Official documentation confirming any disability grant	
Official confirmation of the Compensation Fund's award (if claimant was injured during the course and scope of employment)	
Past Medical Expenses	
An itemised tax invoice from a registered medical provider/or hospital for past medical expenses	
Proof of payment of medical expenses	

5. Claims Lodgement Status - Circle the appropriate Answer

All standard documents submitted as per Directive	YES	NO
All Claims Administration Required Documents submitted per Product	YES	NO
Lodgement valid for Registration	YES	NO

RAF ACCIDENT FUND

IF THE ANSWER IS NO TO ANY OF THE ABOVE, THEN ADVISE CLAIMANT THAT CLAIM CANNOT BE LODGED DUE TO OUTSTANDING INFORMATION AS PER DIRECTIVE.

IF THE ANSWER IS YES TO ALL OF THE ABOVE, ISSUE STAMPED ACKNOWLEDGEMENT LETTER OF LODGEMENT OF CLAIM TO THE CLAIMANT

STAMP OF
RAAF
ACCIDENT FUND

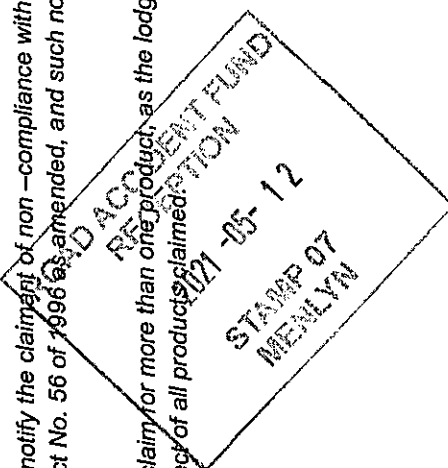


Important! Please read the Disclaimer at the end of this form.

CLAIMS LODGEMENT PRE ASSESSMENT TEMPLATE

Disclaimer: If minimum lodgement requirements are not met, the RAF must notify the claimant of non-compliance with the minimum requirements directive and, consequently the provisions of Section 24 of the Road Accident Fund Act No. 56 of 1996 as amended, and such notification will be regarded as a formal objection to the validity of the claim.

No partial compliance with any of the requirements can be entertained on a claim for more than one product, as the lodgement documents must be completed and must comply with all the requirements for a validly lodged claim, in respect of all products claimed.



D SPN

"FA 6"

BY REGISTERED MAIL

ROAD ACCIDENT FUND
Private Bag X178
Centurion
0046

Our Reference: NK/ppm/P4917

Your Reference: NEW CLAIM

Date: 14 May 2021

Dear Sirs

CLAIMANT : LESEDI DIKELEDI MAUTLA
IDENTITY NUMBER : 020125 0663 081
DATE OF ACCIDENT : 6 JUNE 2017

We received instructions from Miss Lesedi Dikeledi Mautla to proceed with a third party claim due to injuries sustained in a motor vehicle accident which occurred on 6 June 2017.

We attach hereto the following documentation for your attention:

1. RAF1 claim form;
2. Tshwane District Hospital records;
3. School reports from Cornerstone College for the school years 2017 to term 1, 2021;
4. Birth certificate: LD Mautla
5. Affidavit: LD Mautla;
6. Accident report;
7. Consent;
8. Special Power of Attorney; and
9. Cession Agreement.

Kindly acknowledge receipt hereof.

OFFICES: Pretoria | Johannesburg | Cape Town | Durban ASSOCIATE OFFICES: Angola | Botswana | Burundi | Cameroon (OAFI) | Cape Verde | Egypt | Ethiopia | Ghana | Kenya | Lesotho | Liberia | Libya | Mozambique (ARIPO) | Namibia | Nigeria | Sierra Leone | São Tomé and Príncipe | Swaziland | Tanzania (including Zanzibar) | The Gambia | Zimbabwe
Partners: Doris Taziani, Johan du Preez, Colin Mackenzie, Mariette du Plessis, Samantha Copeling, Gérard du Plessis, Phil Plo, Louis van der Walt, Russell Bagnall, Simon Brown, Grégor Woller, Joseph Goedhals, Blain de Villiers, Eugene Haney, Darren Olivier, Ndawazi Gcoba, David Scheepers, Megan Maerdtj, Kelly Thompson, Nola Khechana, Janice Gelvad, Niki Chetty, Lucy Signorelli, Steven Yeates, Johnny Flandre, Jenny Pienaar, Darla Dahmen, Alexi Apostolakis, Bilal Daby, Dabbie Marloff, Lauren Ross, Dale Healy, Mandy Swanepoel, Raelof Grové, Nicolette Koch, James Davies, Nicky Gamell, Vihren Pilay, Godfrey Budeli, Jac Marais, Nthabiyang Phaswana, Nishan Singh, Pieter Vitoale, Sajida Gamleiden, Thanda Monenka, Dieter Wellhagen, Somayya Khan, Dante Strachan, Verina Griffiths, Jani Cronje, Wilhelm Proszky, Nicolette Biggar, Jean-Paul Rudd, Stephen Hollis, Alicia Kahlil, Alicia van der Wall, Wynand Faurie, Lila Mili-Gamata, Jan-Harm Swanepoel, Amina Sultan, Wenzel Briz, Kim Rampersad, Kareema Shaik, Femke Van Dyk, Helgard Janse Van Rensburg
Senior Consultants: Gavin Kotze
Associates: Deborah Maricane, Therése Davis, Ueli Pilay, Nicole Smalberger, Dakota Luvhlmbi, Keny Wiers, Richard Wiers, Jean-Louis La Grange, Nicole Haworth, Javonne Le Roux, Lisa Van Zuydam, Alisha Nayanah, Misha Van Niekerk, Robyn Müller-Mabuza, Shari Van Niekerk, Lisa-Marl Van Dyk, Alicia Haynes, Lavashnee Marais, Donald Makghele, Jameel Hamid, Charlton Rupnarain, Kagiso Manyashi, Ramen Pareira, Thembi Khoza, Sophia Smallbones, Demi Pretorius, Thapelo Montang, Porliya Mandini, Mthokozisi Maphumulo, Maureen Makaka, Michael Lomani, Aslam Patel, Lebahang Moreala, Daniel Campbell, Esme Van Raoyen, Nala Gungubule, Danille van Dovenier, Silpho Ngoma, Justica-Jade Faint, Lethabo Mole, Thandeka Mhlanga, Mzwandile Farwa, Mia de Jager, Monique Schvane, Chirag Mahara, Cohen Groolboom, Themba Nkabinde, Gabriela Dzeha, Vianca McCal, Shela Iyavoo, Kim Basmus, Michael Bullock, Razna Narayanasami, Chanel Tawary, Courtney Elson, Chesin Pelenen, Whitney Govender-Williams, Rebana Dikofa, Daniele Robbertze, Christine Strauss, Mpumefele Ndlela, Njabulo Mazibuko, Micaela dos Santos, Altra Wilmans, Malame Makhele, Darshan Moodley, Kelly Mzabe, Gadell Robbertze, Tasty Francis
Chief Operating Officer: Dave Forbes

Level 4 BBBEE Contributor rating

Yours faithfully

 ADAMS & ADAMS

N KOCH

 3r'n

REGISTERED LETTER 14/5/2004.  **Post Office**
GEREGISTREERDE BRIEF
 (with an insurance option/inmet 'n versekeringsopsie)

Full tracking and tracing/Volledige volg en spoor

Addressed to/Geadresseer aan

Good President Fund

Private bag X 178

Pentun

Postcode **01046** Postcode

The value of the contents of this letter is as indicated and compensation is not payable for a letter received unconditionally. Compensation is limited to R100.00. No compensation is payable without documentary proof. Compensation is not payable for letters sent by registered mail.

NC 222/17412A

Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding sal nie betaal word vir 'n brief wat sonder voorbedel ontvang word nie. Vergoeding is beperk tot R100.00. Geen vergoeding is sonder dokumentêre bewys betaalbaar nie. Opsionele versekering tot R2 000.00 is beskikbaar op versoepel van binnelandse geregistreerde briewe van bopassang.

Postage paid R <u>45.10</u>	C	
Service fee/Diensgeld R	C	
Insurance/Versekering R	C	
Total/Totaal R <u>45.10</u>	C	
Insured value of contents Versekerde waarde van inhoud R	C	
Enquiries/Navrae Toll-free number Tollvry nommer 0800 111 502	Initial of accepting officer PRETORIA	Date stamp 16 MAY 2004
REGISTERED LETTER GEREGISTREERDE BRIEF RC4663117412A CUSTOMER COPY Klante- en spoor- klantalskrif	Datumstempel	

Handwritten signature

SM

ORIGINAL REGISTERED MAIL SLIP RETURNED:

DATE:	TRACKING NO.:	POST TO:	OFFICE REFERENCE:	RECEIVED BY:	SIGNATURE:
11/5/21.	RC466310556ZA	RAF (Menlyn)	DBS/care/P3994		
"	RC466310542ZA	RAF (Menlyn)	DBS/care/P3995		
"	RC466310539ZA	RAF (Menlyn)	DBS/care/P4094		
13/5/21.	RC466310560ZA	RAF (Menlyn)	DBS/kw/pnm/P4717.		
"	RC466310573ZA	RAF (Menlyn)	DBS/kw/pnm/P4718		
"	RC466310584ZA	Mes. N.M. Verasaba	JLCG/atk/P3458	Tevogo	
17/5/2021.	RC466311735ZA	RAF (Menlyn)	DBS/kw/bi/P4068	Bernice	
"	RC466311738ZA	RAF (Centurion)	JPE/TFE/cic/P5249	Cecilia	
"	RC466311769ZA	RAF (Centurion)	NK/kw/mnn/P4753	Mphumelo	
"	RC466311741ZA	RAF (Centurion)	NK/pnm/P4917	Palesa	
19/5/2021	RC466311715ZA	RAF (Centurion)	NK/hns/P3835 (1 st pnm)		
"	RC466311724ZA	RAF (Centurion)	NK/hns/P3835 (2 nd pnm)		
20/5/2021.	RC466311698ZA	Dep. of Health, NWFP.	NK/kw/ain/P3026	A YANDOA	

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Management Directive



"FA7"

From : The Chief Executive Officer Road Accident Fund

Title : Compulsory Supporting documents required for RAF Claims Administration

Date : 8 March 2021

Audience : Plaintiff Attorneys and anyone submitting on behalf of Claimants

Directive : 1/2021 - Compulsory Information to be submitted when lodging a claim for compensation with the RAF

The Road Accident Fund is on a transformation journey to move away from a litigation-based operation towards a strong claims administration capability. The board has approved strategic plans that will see RAF operate sustainably and managing claims within 120 days. The focus has shifted to a product approach when assessing death and injury benefits.

The object of the Fund as clearly set out in section 3 of the RAF Act, as amended, is the payment of compensation in accordance with the Act for loss or damage wrongfully caused by the driving of motor vehicles.

Section 4(1)(a) of the Act provides that the Powers and Functions of the Fund shall include the stipulation of the terms and conditions upon which claims for the compensation contemplated in section 3, shall be administered.

In order to enable RAF to effectively and efficiently administer claims, and in addition to the documentations required in terms of the Act to ensure that a valid claim is lodged which substantially complies with the Act, the following documents must be included and form part of the claim(s) supporting documents when submitting to the RAF for lodgement:

Centurion: 420 Witch-hazel Avenue Eco Glades 2 Centurion 0046 | Private Bag X178 Centurion 0046
T +27 12 621 1600 | www.raf.co.za

Board Members: Ms Thembelihle Msibi (Chairperson), Dr Nomonde Mabuya-Moloele (Vice Chairperson), Mr Hlengiwe Dlamini, Ms Lorraine Francois, Mr Lusani Mulaudzi, Mr Khotso Mothobi, Mr Moses Nyama, Dr Maria Peenze, Mr Thulani Tshabalala, Mr Mokoditloa Moemeli (Director General of Transport)

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

Standard documentation applicable to both death and injury benefits:

- Copies of Identity Documents certified by SAPS
- Accident Report Form and docket and sketch plan
- Power of Attorney and contingency fee agreement
- Permission for RAF to obtain and inspect hospital and medical records in terms of s19(e)(ii) and 19(e)(iii)
- All statements and documents in claimant's possession as outlined in S19(f)(ii)
- When the claimant is claiming in the capacity as guardian of a minor or for loss of support, copies of the unabridged birth certificate must accompany the claim form.
- Curator submitting a claim include a copy of Court order/Masters' letters of appointment

CLAIMS ADMINISTRATION REQUIREMENTS FOR DEATH BENEFITS CLAIMS

Death benefits claims are payable when an accident result in death. The claims payable could either be a funeral, loss of support or past medical expenses.

Funeral Claim

When submitting a funeral benefit claim, the following documents must accompany the claim form :

- Death certificate
- Proof of the relationship of claimant to deceased (certified marriage certificate/ unabridged birth certificate/Affidavit confirming relationship)
- Postmortem report
- A tax invoice for funeral expenses with proof of payment

Loss of support

When submitting a loss of support benefit claim, the following documents must accompany the registration form:

- Certified copy of deceased's ID
- Certified death certificate
- Curatorship: Certified copy of court order/Letters of appointment
- Certified copy of marriage certificate/certificate proving customary marriage/un-abridged birth certificate

 3rN

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

- If not married, an affidavit setting out the legal basis of claimant's dependency on deceased
- Deceased's medical and hospital records
- Specified vouchers for medical costs if claimed
- Post-mortem report/ Inquest record/charge sheet/other documents proving that the deceased was killed in the collision
- Employer's certificate of deceased's service showing nature of employment, the period of service, remuneration, prospects of advancement and compensation and retirement age
- Payslips
- Claimant's tax records (if not available, communication from SARS that Claimant is not registered for tax) in which case a bank statements for three years preceding death will be required.
- Proof of any additional income
- Copy of Liquidation and Distribution account
- Copy of maintenance order if made
- The child support grant official documents
- Employer's certificate of spouse indicating the period of employment, remuneration and advancement prospects
- Official confirmation of the Compensation Fund's award if deceased died during the course and scope of employment
- Actuarial report

CLAIMS ADMINISTRATION REQUIREMENTS FOR INJURY BENEFITS CLAIMS

Loss of earnings and medical expenses incurred as a result of being injured in an accident. An undertaking certificate covers future medical care related to the accident. The cost of medical expenses will be subjected to an RAF medical tariff or the Unified Patient Fee Structure where applicable.

General damages for pain and suffering, in instances where the claimant sustained a serious injury as confirmed by a serious injury assessment report. A medical practitioner must duly complete the RAF FORM 4 serious injury assessment in line with the Act, Regulations and AMA guides.



Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

Past Medical Expenses

When submitting a medical expenses claim, the following documents must accompany the registration form:

- An itemised tax invoice from a registered medical provider or hospital for past medical expenses, together with proof of payment

Loss of earnings

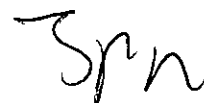
When submitting a Loss of Earnings claim, the following documents/information must accompany the registration form:

- Copies of all medical and hospital records, including photographs of the injuries
- Employer's certificate showing nature of employment, the period of employment, remuneration, prospects of advancement and retirement age
- Proof of any other income
- Claimant's tax records (if not available, communication from SARS that Claimant is not registered for tax) in which case a bank statements for three years preceding death will be required.
- Payslips pre and post-accident
- Copies of all hospital and medical records in terms of s 19(e)(i) and 19(e)(ii)
- Copies of all hospital and medical accounts
- Medical reports or documentation establishing or substantiating claimant's temporary/permanent disability and the loss of earnings claimed
- Official confirmation of remuneration/compensation received from other sources
- Official documentation confirming any disability grant
- Official confirmation of the Compensation Fund's award if claimant was injured during the course and scope of employment.

General damages

When submitting a general damages claim, the following documents/information must accompany the registration form:

- FORM 4 serious injury report duly completed in line with AMA guides
- Narrative test where applicable
- Copies of all hospital and medical records in terms of s 19(e)(i) and 19(e)(ii)



Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

- Medical reports
- Photographs of injuries or scarring , where applicable

Henceforth, the documents listed in this directive must be attached to all claims submitted to the RAF, effective 1 April 2021.

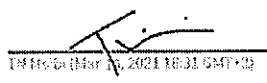
Required Outcome : **Compliance to Directive**

Due date : **1 April 2021**

Name of responsible GM or Executive : **Chief Executive Officer Collins Letsoalo**

Signature : 
Collins Letsoalo (Mar 9, 2021 13:55 GMT+2)

Name of responsible GM or Executive : **Chair of the board Ms T Msibi**

Signature : 
T Msibi (Mar 10, 2021 16:31 GMT+2)





"FA 8"

BY HAND

PRETORIA OFFICE: Lynnwood Bridge, 4 Davenry St,
Lynnwood Manor, Pretoria, South Africa

PO BOX 1014, Pretoria 0001, South Africa
DOCEX 81 Pretoria

PHONE +27 12 432 6000

FAX +27 12 432 6599

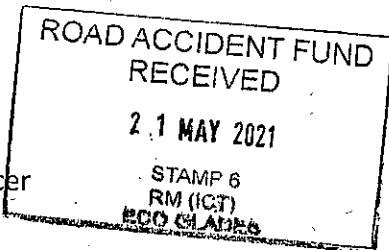
EMAIL mail@adams.africa

WEB www.adams.africa

To: **The Road Accident Fund**
2 Eco Glades Office Park
420 Witch-Hazel Avenue
Centurion
Pretoria

Our Reference: JPR/ADAMS & ADAMS
PERSONAL INJURY
DEPARTMENT

And to: **Mr P C Letsoalo**
Chief Executive Officer
Road Accident Fund



Your Reference:

Date: 21 May 2021

And to: **Ms T Msibi**
Chair of the Board
Road Accident Fund

Received by: _____

And to: **The Minister of Transport**
Department of Transport
159 Struben Street
Forum Building
Pretoria

Date: _____

Time: _____

Dear Sirs

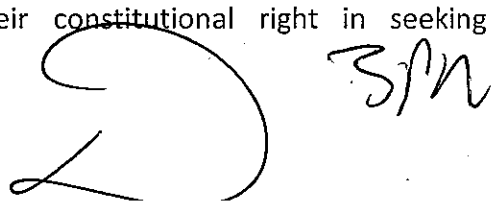
DIRECTIVE: 1/2021 – COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM FOR COMPENSATION WITH THE RAF

1. We act herein as the attorneys of record of a number of clients who have mandated us to claim compensation from the Road Accident Fund in terms of the Road Accident Fund Act (Act 56 of 1996) as amended ("the Act").
2. On 8 March 2021, we received notice that the Chief Executive Officer, Mr-Collins Letsoalo ("the RAF CEO") and the Chair of the Board, Ms T Msibi, published a document headed

"Management Directive" with reference ***"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"*** (hereinafter referred to as ***"the Management Directive"***).

3. The Management Directive states with reference to Section 4(1)(a) of the Act, that the powers and functions of the Fund shall include the stipulation of terms and conditions on which claims for the compensation contemplated in Section 3 of the Act shall be administered.
4. The Management Directive prescribes that in order to enable the Fund to effectively and efficiently administer claims, and in addition to the documentation required in terms of the Act, to ensure that a valid claim is lodged which substantially complies with the Act, the documents listed in the Management Directive must be (*our emphasis*) included and form part of a claim's supporting documents when submitted to the RAF for lodgement.
5. In fulfilling our clients' mandate, we have compiled, in accordance with the Act and Regulations published in the Government Gazette, the necessary claim documents for lodgement. Our clients' claim documents were delivered for lodgement to the Fund.
6. Since May 2021, the Road Accident Fund has however rejected the lodgement of the aforesaid claims on the basis that the claim documents do not comply with the requirements of the Management Directive.
7. The Road Accident Fund's officials refuse to accept lodgement of these claims.
8. Our firm has received written objections to the validity of these claims from the Road Accident Fund, purportedly in terms of Section 24(4)(a) of the Act, on the basis that the alleged ***"compulsory documents"*** have not been provided which according to the Fund renders the claims not acceptable for purposes of a valid lodgement. The Road Accident Fund further contends that non-compliance with the Management Directive will result in prescription not being interrupted.

9. It is commonly known that the aforesaid actions by the Road Accident Fund in refusing to accept the lodgement of claims have already resulted in the granting on an urgent basis of two Court orders by the Gauteng Division of the High Court, Pretoria. We understand that in both instances the Court directed the Road Accident Fund to accept the lodgement of claim documents, irrespective of the alleged non-compliance with the Management Directive.
10. In terms of Section 11 of the Act, the Board may make recommendations to the Minister in respect of any regulation to be made under the Act. Section 26 of the Act further provides that the Minister may make regulations regarding any matter that shall or may be prescribed in terms of the Act or which it is necessary or expedient to prescribe in order to achieve or promote the object of the Act.
11. In terms of Regulation 7, a claim for compensation and accompanying medical report referred to in Section 24(1)(a) of the Act shall be in the form a RAF 1 claim form attached to the regulations as Annexure A, or such amendments or substitutions thereof as the Fund may from time to time give notice of in the Gazette.
12. The Management Directive is null and void and of no legal binding force in that:
 - 12.1. Only the Minister can regulate and not the Chief Executive Officer or the Board.
 - 12.2. The Management Directive was not published in the Gazette.
 - 12.3. The Board may advise the Minister regarding the management of the claim procedure but cannot unilaterally dictate same.
 - 12.4. The RAF's CEO and Board's issuing and implementation of the Management Directive is *ultra vires*.
 - 12.5. The Management Directive is prejudicial in that it unreasonably frustrates and restraints our clients from exercising their constitutional right in seeking compensation.

A large, stylized handwritten signature, possibly 'L', is written over the bottom right of the page. To its right, the initials 'SPM' are handwritten.

13. We hereby formally request the Chief Executive Officer to immediately withdraw the Management Directive before close of business today and to confirm that the RAF shall indeed regard all claims which substantially comply with the provisions of the Road Accident Fund Act as amended, with regards to the lodgement thereof, as valid in all respects subject to the Road Accident Fund's rights as properly provided for in the Act and Regulations.
14. The RAF's CEO and/or the Chairman of the Board does not have the authority to prescribe requirements regarding the lodgement of claims. By refusing to either accept claims lodged and/or to deny the valid lodging of claims based on non-compliance with the Management Directive, the Road Accident Fund unlawfully infringes upon the claimant's rights to compensation.
15. We place on record that the RAF CEO did not take into consideration the prescription of claims in instances where claimants are not in the possession of the supporting documents listed in the Management Directive and the potential prejudice to prospective claimants in this regard. Even if the RAF's CEO had the authority to unilaterally change the principles regarding substantive compliance, which is denied, one would expect that due notice would have been afforded to claimants regarding the implementation of the Management Directive to enable them to comply with the prescripts thereof.
16. The Road Accident Fund exists to protect and serve one of the most fundamental rights of all South Africans, which is the right to bodily integrity. The Management Directive, should the Road Accident Fund continue to enforce the prescripts thereof, will effectively deprive claimants who are legally entitled to claim compensation from the Road Accident Fund, of their right to compensation.
17. We look forward receiving your written undertaking in this regard before close of business today at 16h30, failing which we have been instructed by our clients to institute action on an urgent basis to protect and implement our clients' rights.

18. You are lastly hereby notified that should we be forced to proceed with such action, a copy of this letter will be presented to the judge hearing the application in support of a request for a punitive cost order to be granted inclusive of the cost of two counsel employed in the matter.
19. We nonetheless trust that such an application can be avoided and look forward to hearing from you.

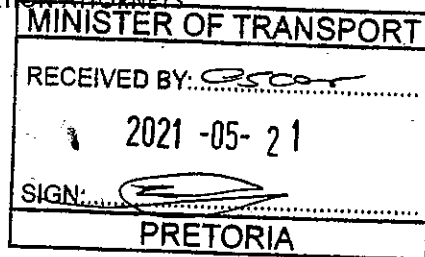
Yours faithfully
ADAMS & ADAMS

 **JEAN-PAUL RUDD**



BY HAND



PRETORIA OFFICE: Lynnwood Bridge, 4 Davenry St,
Lynnwood Manor, Pretoria, South Africa

PO BOX 1014, Pretoria 0001, South Africa
DOCEX 81 Pretoria

PHONE +27 12 432 6000

FAX +27 12 432 6599

EMAIL mail@adams.africa

WEB www.adams.africa

To: The Road Accident Fund
2 Eco Glades Office Park
420 Witch-Hazel Avenue
Centurion
Pretoria

Our Reference: JPR/ADAMS & ADAMS
PERSONAL INJURY
DEPARTMENT

And to: Mr P C Letsoalo
Chief Executive Officer
Road Accident Fund

Your Reference:

Date: 21 May 2021

And to: Ms T Msibi
Chair of the Board
Road Accident Fund

Received by: _____

And to: The Minister of Transport
Department of Transport
159 Struben Street
Forum Building
Pretoria

Date: _____

Time: _____

Dear Sirs

DIRECTIVE: 1/2021 – COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM FOR COMPENSATION WITH THE RAF

1. We act herein as the attorneys of record of a number of clients who have mandated us to claim compensation from the Road Accident Fund in terms of the Road Accident Fund Act (Act 56 of 1996) as amended ("the Act").
2. On 8 March 2021, we received notice that the Chief Executive Officer, Mr Collins Letsoalo ("the RAF CEO") and the Chair of the Board, Ms T Msibi, published a document headed

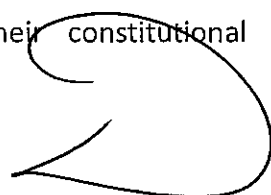
"Management Directive" with reference ***"1/2021 – Compulsory information to be submitted when lodging a claim for compensation with the RAF"*** (hereinafter referred to as ***"the Management Directive"***).

3. The Management Directive states with reference to Section 4(1)(a) of the Act, that the powers and functions of the Fund shall include the stipulation of terms and conditions on which claims for the compensation contemplated in Section 3 of the Act shall be administered.
4. The Management Directive prescribes that in order to enable the Fund to effectively and efficiently administer claims, and in addition to the documentation required in terms of the Act, to ensure that a valid claim is lodged which substantially complies with the Act, the documents listed in the Management Directive must be (*our emphasis*) included and form part of a claim's supporting documents when submitted to the RAF for lodgement.
5. In fulfilling our clients' mandate, we have compiled, in accordance with the Act and Regulations published in the Government Gazette, the necessary claim documents for lodgement. Our clients' claim documents were delivered for lodgement to the Fund.
6. Since May 2021, the Road Accident Fund has however rejected the lodgement of the aforesaid claims on the basis that the claim documents do not comply with the requirements of the Management Directive.
7. The Road Accident Fund's officials refuse to accept lodgement of these claims.
8. Our firm has received written objections to the validity of these claims from the Road Accident Fund, purportedly in terms of Section 24(4)(a) of the Act, on the basis that the alleged ***"compulsory documents"*** have not been provided which according to the Fund renders the claims not acceptable for purposes of a valid lodgement. The Road Accident Fund further contends that non-compliance with the Management Directive will result in prescription not being interrupted.



SRH

9. It is commonly known that the aforesaid actions by the Road Accident Fund in refusing to accept the lodgement of claims have already resulted in the granting on an urgent basis of two Court orders by the Gauteng Division of the High Court, Pretoria. We understand that in both instances the Court directed the Road Accident Fund to accept the lodgement of claim documents, irrespective of the alleged non-compliance with the Management Directive.
10. In terms of Section 11 of the Act, the Board may make recommendations to the Minister in respect of any regulation to be made under the Act. Section 26 of the Act further provides that the Minister may make regulations regarding any matter that shall or may be prescribed in terms of the Act or which it is necessary or expedient to prescribe in order to achieve or promote the object of the Act.
11. In terms of Regulation 7, a claim for compensation and accompanying medical report referred to in Section 24(1)(a) of the Act shall be in the form a RAF 1 claim form attached to the regulations as Annexure A, or such amendments or substitutions thereof as the Fund may from time to time give notice of in the Gazette.
12. The Management Directive is null and void and of no legal binding force in that:
 - 12.1. Only the Minister can regulate and not the Chief Executive Officer or the Board.
 - 12.2. The Management Directive was not published in the Gazette.
 - 12.3. The Board may advise the Minister regarding the management of the claim procedure but cannot unilaterally dictate same.
 - 12.4. The RAF's CEO and Board's issuing and implementation of the Management Directive is *ultra vires*.
 - 12.5. The Management Directive is prejudicial in that it unreasonably frustrates and restraints our clients from exercising their constitutional right in seeking compensation.

 *SRM*

13. We hereby formally request the Chief Executive Officer to immediately withdraw the Management Directive before close of business today and to confirm that the RAF shall indeed regard all claims which substantially comply with the provisions of the Road Accident Fund Act as amended, with regards to the lodgement thereof, as valid in all respects subject to the Road Accident Fund's rights as properly provided for in the Act and Regulations.
14. The RAF's CEO and/or the Chairman of the Board does not have the authority to prescribe requirements regarding the lodgement of claims. By refusing to either accept claims lodged and/or to deny the valid lodging of claims based on non-compliance with the Management Directive, the Road Accident Fund unlawfully infringes upon the claimant's rights to compensation.
15. We place on record that the RAF CEO did not take into consideration the prescription of claims in instances where claimants are not in the possession of the supporting documents listed in the Management Directive and the potential prejudice to prospective claimants in this regard. Even if the RAF's CEO had the authority to unilaterally change the principles regarding substantive compliance, which is denied, one would expect that due notice would have been afforded to claimants regarding the implementation of the Management Directive to enable them to comply with the prescripts thereof.
16. The Road Accident Fund exists to protect and serve one of the most fundamental rights of all South Africans, which is the right to bodily integrity. The Management Directive, should the Road Accident Fund continue to enforce the prescripts thereof, will effectively deprive claimants who are legally entitled to claim compensation from the Road Accident Fund, of their right to compensation.
17. We look forward receiving your written undertaking in this regard before close of business today at 16h30, failing which we have been instructed by our clients to institute action on an urgent basis to protect and implement our clients' rights.




18. You are lastly hereby notified that should we be forced to proceed with such action, a copy of this letter will be presented to the judge hearing the application in support of a request for a punitive cost order to be granted inclusive of the cost of two counsel employed in the matter.
19. We nonetheless trust that such an application can be avoided and look forward to hearing from you.

Yours faithfully
ADAMS & ADAMS

 **JEAN-PAUL RUDD**





SPN

EMAIL MESSAGE

To: **The Road Accident Fund**
2 Eco Glades Office Park
420 Witch-Hazel Avenue
Centurion
Pretoria
Email: johnm@raf.co.za
victors@raf.co.za
lindelwa@raf.co.za
phathutshedzol@raf.co.za
prudencema2@raf.co.za
gontseb@raf.co.za
justicem@raf.co.za
juneca@raf.co.za

PRETORIA OFFICE: Lynnwood Bridge, 4 Davenry St,
Lynnwood Manor, Pretoria, South Africa
PO BOX 1014, Pretoria 0001, South Africa
DOCEX 81 Pretoria
PHONE +27 12 432 6000
FAX +27 12 432 6599
EMAIL mail@adams.africa
WEB www.adams.africa

Our Reference: JPR/ADAMS & ADAMS
PERSONAL INJURY
DEPARTMENT

Your Reference:

Date: 21 May 2021

And to: **Mr P C Letsoalo**
Chief Executive Officer
Road Accident Fund
Email: collinsl@raf.co.za

And to: **Ms T Msibi**
Chair of the Board
Road Accident Fund

And to: **The Minister of Transport**
Department of Transport
159 Struben Street
Forum Building
Pretoria
Email: transportministry@dot.gov.za
info@dot.gov.za

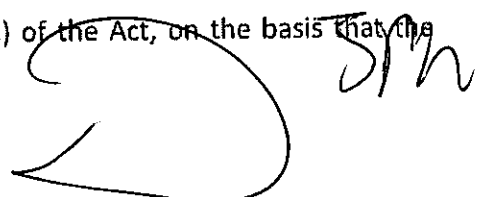
From: jp.rudd@adams.africa

Dear Sirs

**DIRECTIVE: 1/2021 – COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM
FOR COMPENSATION WITH THE RAF**

OFFICES: Pretoria | Johannesburg | Cape Town | Durban ASSOCIATE OFFICES: Angola | Botswana | Burundi | Cameroon (DAP) | Cape Verde | Egypt | Ethiopia | Ghana | Kenya | Lesotho | Liberia | Libya | Mozambique (ARTFO) | Namibia | Nigeria | Sierra Leone | São Tomé and Príncipe | Swaziland | Tanzania (including Zanzibar) | The Gambia | Zimbabwe
Partners: Darío Tonzani | Johan du Preez | Colin MacKenzie | Hilda Hickman | Mariëtte du Plessis | Samantha Copeland | Gérard du Plessis | Phil Pfa | Louis van der Walt | Russell Bagnall | Simon Brown | Grégor Walter
Joseph Goodrich | Brian de Villiers | André Visser | Eugene Honey | Darren Olivier | Nohwal Gaba | David Scheepers | Megan Moerdijk | Kelly Thompson | Noko Khethane | Janice Gabyad | Nani Chetty | Lucy Sgoroff
Steven Yeates | Johnny Flandera | Leonard Opperman | Jenny Pender | Danilo Dalmen | Nelsi Apostolide | Bika Dany | Dabule Maseti | Lauren Ross | Dole Healy | Mandy Swanepoel | Rookel Grové | Nicolette Koch
James Davies | Nicky Garnett | Vishen Pillay | Godfrey Budeli | Jac Marais | Rithabekeng Phaswana | Mohan Singh | Peter Visagie | Dieter Wellhagen | Fordi Myburg | Somayya Khan | Donia Shachan | Wanda Griffiths
Sajida Gamkeldien | Jani Ciarjé | Wilhelm Prozesky | Nicolette Bopar | Jean-Paul Rudd | Andrew Molver | Linda Serruier | Stephen Hoff | Alicia Kabiné | Alicia van der Walt | Andrew Phiso
Senior Consultants: Chris Job | Craig Forbes | Gavin Kato | Ilse Dykstra
Associates: Deborah Maricane | Theresa Davis | Claire Boltina | Ueli Pillay | Amina Sultan | Nicole Smalberger | Nondumiso Msimang | Wynand Faurie | Wessel Blitz | Kim Rampersad | Jia-Hui Gao | Jan-Harm Swaneppel | Dakota Luvimbi | Kerry Wiers | Richard Wiers | Kareema Shuk | Femke Van Dyk | Joan-Louis La Grange | Vuyolosi Ndame | Nicole Haworth | Javonne Le Roux | Tayyiba Mulla | Ua Van Zyl | Jan Thando Monemisa | Aliza Noyonah | Halgard Janse Van Rensburg | Linnéa Savani | Jeannette Visagie | Mzha Van Niekerk | Melissa Dreyer | Naali Nardoo | Novadine Pillay | Robyn Muller-Mabasa | Ramona Pareira | Julie-Anne Tazer | Jean-François Brunet | Shari Van Niekerk | Ute-Mari Van Dyk | Alicia Haynaka | Thembi Khoza | Lovashnee Mandry | Dots Veeram | Stimul Moch | Dorinda Mokohele | Sophia Smalberger | Dami Prokorus | Christoff Pretorius | Jomel Hamid | Shaina Steyn | Charleen Rumpelen | Nicholas Rastan | Michael Lamoni | Adam Patel | Nadia Chid | Maurien Makoko | Tamryn Aye | Robyn Adams | Yingsani Nkhosho | Lebhang Masala | Denal Campbell | Eshé Voogt | Noko Gungubela | Khanyisa Mapiya | Hugo Biemann | Nandoko Mhongo | Mzimba Mithal | Anke Oliver Kok | Lethabo Mokohele | Mthokozisi Maphumulo | Shongakonke Khumalo | Jessica-Jade Faint | Sibule Khusi | Melissa Scorer | Leana Voorman | Willem Mentijs
Raphael Pswa
Chief Operating Officer: Dave Forbes
Level 4 BBBEE Contributor rating

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SPH

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A large, stylized handwritten signature, possibly 'D', is written in black ink. To its right, the initials 'Jm' are written in a cursive, handwritten style.

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Yours faithfully
ADAMS & ADAMS


JEAN-PAUL RUDD

 Sprn

Jevonne Le Roux

From: Jevonne Le Roux
Sent: Friday, 21 May 2021 11:46
To: collinsl@raf.co.za; johnm@raf.co.za; victors@raf.co.za; lindelwa@raf.co.za; phathutshedzol@raf.co.za; prudencema2@raf.co.za; gontseb@raf.co.za; justicem@raf.co.za; juneca@raf.co.za; transportministry@dot.gov.za; info@dot.gov.za
Cc: Jean-Paul Rudd
Subject: DIRECTIVE: 1/2021 - COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM FOR COMPENSATION WITH THE RAF
Attachments: Scanned from a Xerox Multifunction Printer.pdf

Importance: High

Tracking: **Recipient** **Delivery**

collinsl@raf.co.za
johnm@raf.co.za
victors@raf.co.za
lindelwa@raf.co.za
phathutshedzol@raf.co.za
prudencema2@raf.co.za
gontseb@raf.co.za
justicem@raf.co.za
juneca@raf.co.za
transportministry@dot.gov.za
info@dot.gov.za
Jean-Paul Rudd

Delivered: 2021/05/21 11:49

 Jevonne Le Roux
Senior Associate

 **Adams & Adams**

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PRETORIA OFFICE: Lynnwood Bridge, 4 Daventry Street
Lynnwood Manor, Pretoria 0081, South Africa
PO BOX 1014, Pretoria 0001, South Africa

ATTORNEYS
Patent | Trade Mark | Copyright | Design | Commercial | Property | Litigation
www.odoms.africa

"FA9"

Jevonne Le Roux

From: Jean-Paul Rudd
Sent: Monday, 24 May 2021 10:17
To: Jevonne Le Roux
Subject: FW: Supplier Claims - Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund

From: Legal Practice Council <LegalPracticeCouncil@lpc.org.za>
Sent: Friday, 21 May 2021 7:52 PM
To: durell@sdjinc.co.za
Subject: Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund

The Legal Practice Council would like to bring to the attention of all legal practitioners the Minimum Requirements Directive issued by Road Accident Fund on 8 March 2021, informing plaintiff attorneys and claimants of the list of compulsory documents required as part of the lodgment process, as determined by the Fund in terms of section 4(1)(a) of the Road Accident Fund Act 56 of 1996 as amended ("the RAF Act").

The Directive is aligned with the purpose and the RAF strategic objective of settling claims within 120 days as it embarks on its transformation journey.

For further clarity, the RAF decided to share more information with stakeholders on the supplier claims process as per the following links below:

- (a) [Annexure 1-Minimum Information Directive.](#)
- (b) [Annexure 2- Directive Compulsory Supporting Documents.](#)
- (c) [Annexure 3- Claims Lodgment Pre-Assessment Template.](#)
- (d) [Annexure 4-Supplier Process.](#)

As per Annexure 1, legal practitioners are requested to please direct all their queries to the RAF identified Stakeholder Managers in their respective provinces.

The information in this message is confidential and may be legally privileged. It is intended solely for the addressee. Access to this message by anyone else is unauthorised. If you are not the intended recipient, any disclosure, copying or distribution of the message, or any action or omission taken by you in reliance on it, is prohibited and may be unlawful. Please contact the sender immediately if you received this message in error.

A large, stylized handwritten signature in black ink, consisting of a large loop followed by the letters 'SM'.

"FA 10.1"



External Communication

Subject: Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund
Date: Wednesday, 19 May 2021

1. Background

The Road Accident Fund ("the Fund") issued a Minimum Requirements Directive on **8 March 2021**, informing plaintiff attorneys and claimants of the list of compulsory documents required as part of the lodgment process, as determined by the Fund in terms of section 4(1)(a) of the Road Accident Fund Act 56 of 1996 as amended ("the RAF Act"). Please refer to **Annexure 1 (Directive copy)**. This Directive is aligned with the purpose and the Fund's strategic objective of settling claims within 120 days as it embarks on its transformation journey.

2. Definition of a Claim

Section 4 (1) (a) of the RAF Act empowers the Fund to determine terms and conditions of processing claims. Furthermore, section 24 (4) (a) states that any form referred to in this section which is not completed in all its particulars shall not be acceptable as a claim under this Act. Therefore, a claim lodged with the Fund must comply with the statutory requirements of section 24 read together with the Minimum Requirements Directive as determined in terms of section 4(1)(a) of the RAF Act. Any purported lodgment without the compulsory required documents will not constitute an acceptable claim and will therefore not be accepted.

3. Engagements to Implement the Directive

As per Annexure 1 referred to above, engagements on the implementation of this Directive are ongoing to take our stakeholders with us on this journey. To this end, the Fund, through its Stakeholder Relations Department, will be engaging with all our valued stakeholders face to face or through available virtual platforms.

In an effort to make the lodgment process smoother, we have attached a revised **Supplier Process (Annexure 2)** and a Claims Lodgment Pre-Assessment Checklist (**Annexure 3**). Furthermore, we are introducing scheduling of appointments to ensure that bulk lodgements are efficiently and effectively pre-assessed for compliance with all requirements for lodgment.

Lastly and most importantly, this new approach will ensure that as the Fund we continue to execute our constitutional mandate of administering claims in the interest of the claimants through a streamlined and efficient process.

Centurion: Eco Glades 2, 420 Witch Hazel Avenue, Centurion, 0046 | Private Bag X178 Centurion 0046
T +27 12 621 1600 | www.raf.co.za

Board Members: Ms Thembelihle Msibi (Chairperson), Dr Nomonde Mabuya-Molelele (Vice Chairperson), Mr Hilmi Daniels, Ms Lorraine Francois, Mr Lusani Mulaudzi, Mr Khotso Mothobi, Mr Moses Nyama, Dr Maria Peenze, Mr Thulani Tshabalala, Mr Mokoditloa Moemi (Director General of Transport)

A large, stylized handwritten signature in black ink, appearing to be "SRM", is written over the bottom right portion of the document, partially overlapping the Board Members list.

Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund

These engagements will therefore mark a key milestone as part of our efforts to transform the Fund and we continue to count on your commitment and involvement as we partner to ensure speedy settlement of claims.

Enquiries to be sent to the following people:


1. Ms. Samantha Bloem (Western Cape, Northern Cape & North West)
Email: Samanthab@raf.co.za
Mobile: 066 470 3130
2. Mr. Kwanele Mabuza (Gauteng, Eastern Cape & Free State)
Email: Kwanelem@raf.co.za
Mobile: 062 346 6713
3. Ms. Lovedaliah Bambo (Limpopo, Mpumalanga & KwaZulu-Natal)
Email: Lovedaliah@raf.co.za
Mobile: 066 476 580

Yours sincerely



Maria Rambauli (May 19, 2021 14:21 GMT+2)

Maria Rambauli
Acting Chief Operations Officer



Management Directive



"FA 10.2"

From : The Chief Executive Officer Road Accident Fund

Title : Compulsory Supporting documents required for RAF Claims Administration

Date : 8 March 2021

Audience : Plaintiff Attorneys and anyone submitting on behalf of Claimants

Directive : 1/2021 - Compulsory Information to be submitted when lodging a claim for compensation with the RAF

The Road Accident Fund is on a transformation journey to move away from a litigation-based operation towards a strong claims administration capability. The board has approved strategic plans that will see RAF operate sustainably and managing claims within 120 days. The focus has shifted to a product approach when assessing death and injury benefits.

The object of the Fund as clearly set out in section 3 of the RAF Act, as amended, is the payment of compensation in accordance with the Act for loss or damage wrongfully caused by the driving of motor vehicles.

Section 4(1)(a) of the Act provides that the Powers and Functions of the Fund shall include the stipulation of the terms and conditions upon which claims for the compensation contemplated in section 3, **shall be administered.**

In order to enable RAF to effectively and efficiently administer claims, and in addition to the documentations required in terms of the Act to ensure that a valid claim is lodged which substantially complies with the Act, the following documents must be included and form part of the claim(s) supporting documents when submitting to the RAF for lodgement:

Centurion: 420 Witch-hazel Avenue Eco Glades 2 Centurion 0046 | Private Bag X178 Centurion 0046
T +27 12 621 1600 | www.raf.co.za

Board Members: Ms Thembelihle Msibi (Chairperson), Dr Nomonde Mabuya-Molele (Vice Chairperson), Mr Hilmi Daniels, Ms Lorraine Francois, Mr Lusani Mulaudzi, Mr Khotso Mothobi, Mr Moses Nyama, Dr Maria Peenze, Mr Thulani Tshabalala, Mr Mokoditloa Moemi (Director General of Transport)

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

Standard documentation applicable to both death and injury benefits:

- Copies of Identity Documents certified by SAPS
- Accident Report Form and docket and sketch plan
- Power of Attorney and contingency fee agreement
- Permission for RAF to obtain and inspect hospital and medical records in terms of s19(e)(ii) and 19(e)(iii)
- All statements and documents in claimant's possession as outlined in S19(f)(ii)
- When the claimant is claiming in the capacity as guardian of a minor or for loss of support, copies of the unabridged birth certificate must accompany the claim form.
- Curator submitting a claim include a copy of Court order/Masters' letters of appointment

CLAIMS ADMINISTRATION REQUIREMENTS FOR DEATH BENEFITS CLAIMS

Death benefits claims are payable when an accident result in death. The claims payable could either be a funeral, loss of support or past medical expenses.

Funeral Claim

When submitting a funeral benefit claim, the following documents must accompany the claim form :

- Death certificate
- Proof of the relationship of claimant to deceased (certified marriage certificate/ unabridged birth certificate/Affidavit confirming relationship)
- Postmortem report
- A tax invoice for funeral expenses with proof of payment

Loss of support

When submitting a loss of support benefit claim, the following documents must accompany the registration form:

- Certified copy of deceased's ID
- Certified death certificate
- Curatorship: Certified copy of court order/Letters of appointment
- Certified copy of marriage certificate/certificate proving customary marriage/un-abridged birth certificate

A large, stylized handwritten signature, possibly 'D', is written in black ink. To its right, the initials 'SM' are written in a similar style.

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

- If not married, an affidavit setting out the legal basis of claimant's dependency on deceased
- Deceased's medical and hospital records
- Specified vouchers for medical costs if claimed
- Post-mortem report/ Inquest record/charge sheet/other documents proving that the deceased was killed in the collision
- Employer's certificate of deceased's service showing nature of employment, the period of service, remuneration, prospects of advancement and compensation and retirement age
- Payslips
- Claimant's tax records (if not available, communication from SARS that Claimant is not registered for tax) in which case a bank statements for three years preceding death will be required.
- Proof of any additional income
- Copy of Liquidation and Distribution account
- Copy of maintenance order if made
- The child support grant official documents
- Employer's certificate of spouse indicating the period of employment, remuneration and advancement prospects
- Official confirmation of the Compensation Fund's award if deceased died during the course and scope of employment
- Actuarial report

CLAIMS ADMINISTRATION REQUIREMENTS FOR INJURY BENEFITS CLAIMS

Loss of earnings and medical expenses incurred as a result of being injured in an accident. An undertaking certificate covers future medical care related to the accident. The cost of medical expenses will be subjected to an RAF medical tariff or the Unified Patient Fee Structure where applicable.

General damages for pain and suffering, in instances where the claimant sustained a serious injury as confirmed by a serious injury assessment report. A medical practitioner must duly complete the RAF FORM 4 serious injury assessment in line with the Act, Regulations and AMA guides.

3Pn

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

Past Medical Expenses

When submitting a medical expenses claim, the following documents must accompany the registration form:

- An itemised tax invoice from a registered medical provider or hospital for past medical expenses, together with proof of payment

Loss of earnings

When submitting a Loss of Earnings claim, the following documents/information must accompany the registration form:

- Copies of all medical and hospital records, including photographs of the injuries
- Employer's certificate showing nature of employment, the period of employment, remuneration, prospects of advancement and retirement age
- Proof of any other income
- Claimant's tax records (if not available, communication from SARS that Claimant is not registered for tax) in which case a bank statements for three years preceding death will be required.
- Payslips pre and post-accident
- Copies of all hospital and medical records in terms of s 19(e)(i) and 19(e)(ii)
- Copies of all hospital and medical accounts
- Medical reports or documentation establishing or substantiating claimant's temporary/permanent disability and the loss of earnings claimed
- Official confirmation of remuneration/compensation received from other sources
- Official documentation confirming any disability grant
- Official confirmation of the Compensation Fund's award if claimant was injured during the course and scope of employment.

General damages

When submitting a general damages claim, the following documents/information must accompany the registration form:

- FORM 4 serious injury report duly completed in line with AMA guides
- Narrative test where applicable
- Copies of all hospital and medical records in terms of s 19(e)(i) and 19(e)(ii)

A large, stylized handwritten signature, possibly 'D', followed by the initials 'SRN'.

Directive: Compulsory Supporting documents/Information required for RAF Claims Administration

- Medical reports
- Photographs of injuries or scarring , where applicable


Henceforth, the documents listed in this directive must be attached to all claims submitted to the RAF, effective 1 April 2021.

Required Outcome : Compliance to Directive

Due date : 1 April 2021

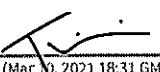
Name of responsible GM or Executive : Chief Executive Officer Collins Letsoalo

Signature


Collins Letsoalo (Mar 9, 2021 11:35 GMT+2)

Name of responsible GM or Executive : Chair of the board Ms T Msibi

Signature


TN Msibi (Mar 10, 2021 18:31 GMT+2)

 Jm



CLAIMS LODGEMENT PRE ASSESSMENT TEMPLATE

Version 2021/04/20 v1

Lodgement Date		Lodgement Office	
Claimant Type		Date of Accident	
Supplier Name	Represented Supplier <input type="checkbox"/>	Contact Number	
Attorney Details (If represented)	Direct Supplier <input type="checkbox"/>	Alternative Contact Number	
Injured/Deceased Name and Surname		Email address	

1. Products Claimed (Mark with an X)

Past Medical Expenses			
<input type="checkbox"/> Identified		<input type="checkbox"/> Hit and Run	

2. Type of injured/ deceased (Mark with an X)

<input type="checkbox"/> Driver	<input type="checkbox"/> Passenger	<input type="checkbox"/> Pedestrian	<input type="checkbox"/> Cyclist	<input type="checkbox"/> Motorcyclist
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3. Mortality and Duplicate Check

<input type="checkbox"/> Mortality Check	<input type="checkbox"/> Duplicate Check	<input type="checkbox"/> Prescription
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4. Standard Required Documentation - Check standard documents provided (Mark with an X)

Mark with an X	Not Applicable	List of Required Documents	Mark with an X	List of Required Documents
<input checked="" type="checkbox"/>		RAF 2 Form		Hospital Records (If Hospital)
		Injured or Deceased Identity Number		Patient report form (If Ambulance)
		Official Accident Report		
		Any other statements/documents in accordance with section 19(f) (ii) i.e. Witness statement, etc.		
		Statement or affidavit of treatment administered		
		NB. The statement will have to confirm that no other party will be paying for the services rendered other than the RAF		
		Power of Attorney (if Represented)		
		Ambulance Records		

"FA103"

4. Product Specific Claims Administration Required Documentation - Check product specific documents provided (Mark with an X)

	Past Medical Expense
<input type="checkbox"/> An itemised tax invoice of the registered medical provider/or hospital for past medical expenses	

5. Claims Lodgement Status - Circle the appropriate Answer

All standard documents submitted as per Directive	YES	NO
All Claims Administration Required Documents submitted per Product	YES	NO
Lodgement valid for Registration	YES	NO

IF THE ANSWER IS "NO" TO ANY OF THE ABOVE, THEN ADVISE CLAIMANT THAT CLAIM CANNOT BE LODGED DUE TO OUTSTANDING INFORMATION AS PER DIRECTIVE.

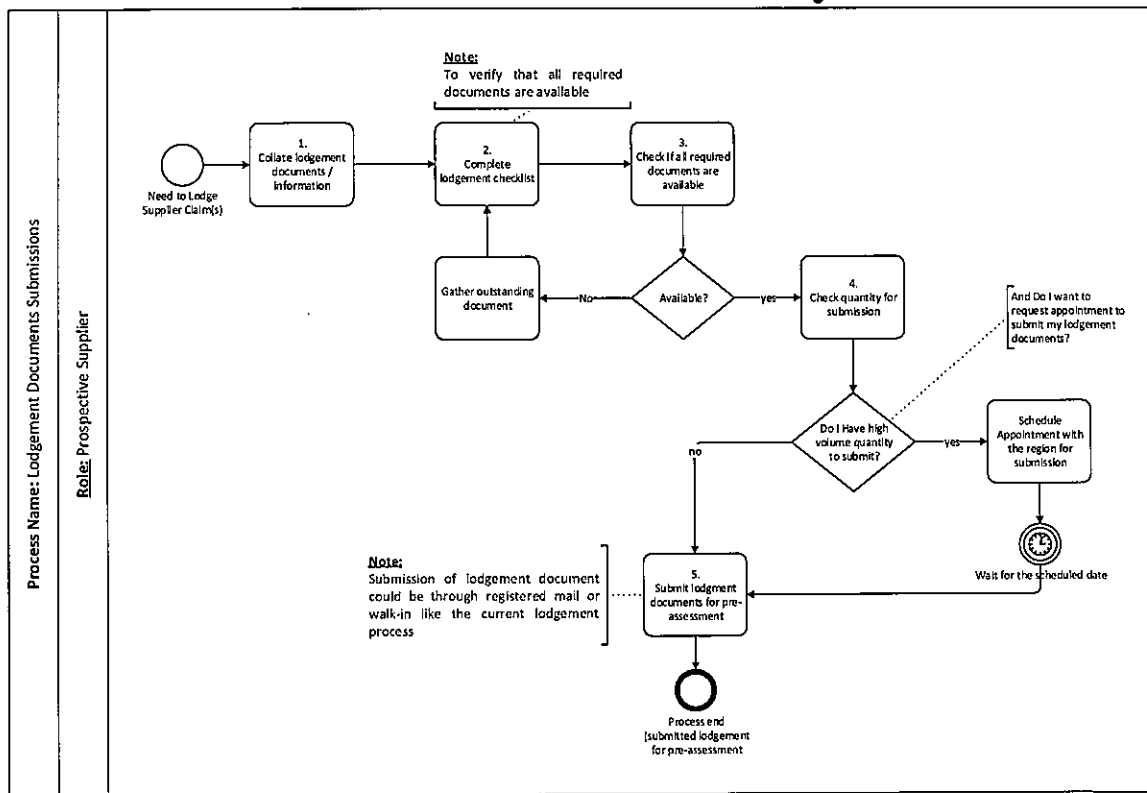
IF THE ANSWER IS "YES" TO ALL OF THE ABOVE, ISSUE STAMPED ACKNOWLEDGEMENT LETTER OF LODGEMENT OF CLAIM TO THE CLAIMANT

Disclaimer: If minimum lodgement requirements are not met, the RAF must notify the claimant of non-compliance with the minimum requirements directive and, consequently the provisions of Section 24 of the Road Accident Fund Act No. 56 of 1996 as amended and such notification will be regarded as a formal objection to the validity of the claim.

No partial compliance with any of the requirements can be entertained on a claim for more than one product, as the lodgement documents must be completed and must comply with all the requirements for a validly lodged claim, in respect of all products claimed.



"FA 10.4"



Notes:

- There is a duty incumbent on all parties, including suppliers, to ensure that their claims are lodged on time and that they do not prescribe due to the effluxion of time.
- Late submission of a claim may compromise a claim since it has to go through pre-assessment to ensure it meets the minimum requirements.

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Jevonne Le Roux

"FA II"

From: Collins Phutjane Letsoalo <CollinsL@raf.co.za>
Sent: Saturday, 22 May 2021 23:11
To: Jevonne Le Roux
Cc: John Modise; Victor Songelwa; Lindelwa@raf.co.za; Phathutshedzo Lukhwareni; Prudence Mpho Manyasha; Gontse Baloyi; Justice Mdhuli; juneca@raf.co.za; transportministry@dot.gov.za; info@dot.gov.za; Jean-Paul Rudd
Subject: Re: DIRECTIVE: 1/2021 - COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM FOR COMPENSATION WITH THE RAF

Dear Madam/Sir,

I have received your letter and wish to respond as follows:



1. The RAF has powers, under Section 4 of the RAF Act , which included stipulation of terms and conditions under which the compensation is administered. The directive was issued in line with this provision.
2. The RAF has the powers to reject any documents that do not meet with these stipulations. The RAF cannot be expected to accept documents that it cannot assess and settle. The practice of dumping RAF with documents and attorneys bringing summons after 120 days on documents that RAF cannot do anything about can no longer be acceptable.
3. It is becoming apparent that these so-called "lodgements of claims" that are not ready to be assessed and settled is for purposes of running a legal bill which RAF must eventually settle, at costs above R6 billion a year. This is unsustainable for RAF which is expected to use efficiently it's very limited resources.
4. We have more than 80% of claims already in our system that have no required information or dormant because of this practice. Our merits department has to spend 70% of their time calling attorneys for documents to be submitted. Clearly this is inefficient and unacceptable. We then receive document on the doorstep of the courts to make rushed decisions or incur costs.
5. Our team goes thoroughly through these "lodgements" to ensure that they comply with the directive on receipt and reject them if they don't meet with the requirements.
6. Adams and Adams clearly has its opinion about this matter. RAF remains adamant that it has powers in terms of Section 4 of the RAF Act that need no Ministerial approval to execute. I will therefore not withdraw the directive.
7. Kindly be informed that the court orders you raise in your letter are all under appeal.

Our rights remain fully reserved.

Kind regards,
Collins

Sent from my iPhone

On 21 May 2021, at 11:47, Jevonne Le Roux <Jevonne.LeRoux@adams.africa> wrote:



Jevonne Le Roux

Senior Associate

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<image004.png>

EMAIL Jevonne.LeRoux@adams.africa

PRETORIA OFFICE: Lynnwood Bridge, 4 Daventry Street
Lynnwood Manor, Pretoria 0081, South Africa
PO BOX 1014, Pretoria 0001, South Africa

<image005.jpg>

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