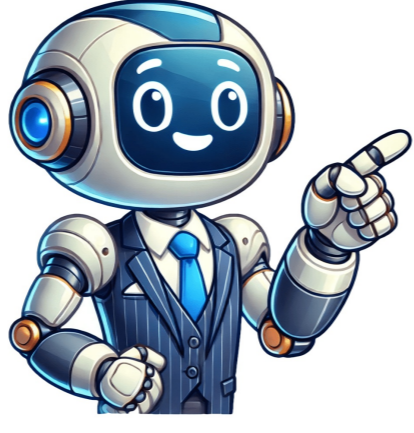


I'm not a robot

































21-Nov-24, 04:19 PM #1 I think I will just leave this here, someone at the ECA gave it to me, why the doesnt the DOL post this on their site, I have no idea ELECTRICAL CONTRACTOR RE-REGISTRATION CONTACT PERSONS FOR APPLICATION OF ELECTRICAL CONTRACTORS APPLICATION SHOULD BE MADE BY THE DIRECTOR OR OWNER OF THE COMPANY PLEASE NOTE THAT ALL APPLICATIONS MUST BE SENT VIA EMAILS ONLY, AND NO WALK-IN CLIENTS WILL BE ACCEPTED. ALL FOLLOW UPS TO BE DONE VIA EMAIL Please send application/s to the following officials: 1. Mothapo Marobo: (email protected) 072 133 4326 2. Mahlangu Annah Ouma : (email protected) 072 475 0657 3. Mmotla Madumetja: (email protected) 082 561 8174 New applications (All attachments must be in ONE (1) PDF document): 1. Annexure 3 form (Completed in full) 2. Business registration certificate (CK [CIPC] Document - COR 14.3)- (not applicable to sole proprietor/individual registration) 3. Certified ID copies of the director(s) of the company. 4. Certified ID Copy(ies) of the registered person(s) (holder of wireman's licence card) 5. Certified copy(ies) of registration certificate (wireman's licence card) both sides 6. For any company (PTY/LTD / CC): A Letter of Good Standing with the company have employed the registered person(s) or other employee/s (Please note that this also applies to companies where the director is a working employee, i.e. the director is the registered person/electrician) (also note that the relevant Nature of business will be taken into consideration, it should be stated that the company is in construction or doing electrical contractor/work business) 7. For Sole Proprietorship: please attach an affidavit that you are working alone and do not have any employees (Please note that this will be used in a case where there is a claim for UIF and COID should you provide false information on the affidavit) 8. Proof of UIF REGISTRATION ( UIF DECLARATION) 9. Proof that the registered person is a full time employee of the company, (if the registered person is not the owner of the company) e.g. employment contract 10. Prove of payment 11. Prove of Address Renewal of application for electrical contractor (All attachments must be in ONE PDF document) 1. The expired/previous electrical contractor letter. 2. Business registration certificate (CK [CIPC] Document - COR 14.3)- (not applicable to sole proprietor/individual registration) 3. Certified ID copies of the director(s) of the company. 4. Certified ID Copy(ies) of the registered person(s) (holder of wireman's licence card) 5. Certified copy(ies) of registration certificate (wireman's licence card) both sides 6. For any company (PTY/LTD / CC): A Letter of Good Standing with COID if the company have employed the registered person(s) or other employee/s. (Please note that this also applies to companies where the director is a working employee, i.e. the director is the registered person/electrician) 7. For Sole Proprietorship: please attach an affidavit that you are working alone and do not have any employees (Please note that this will be used in a case where there is a claim for UIF and COID should you provide false information on the affidavit) 8. Proof of UIF registration indicating the UIF registration number together with proof of payment/contribution. 9. Proof that the registered person is a full time employee of the company. (if the registered person is not the owner of the company) e.g. employment contract 10. Prove of payment 11. Prove of Address De-registering of the electrical contractor (All attachments must be in one PDF document) 1. The person who is de-registration must send all the details of the electrician as follows: • The electrical contractors certificate of the company. • The wireman's licence copy of the electrician 2. Changing of electricians must be accompanied by the affidavit form SAPS. 3. Changing of companies must be accompanied by resignation letter, the new appointment letter and the affidavit form SAPS. Please note only Gauteng province clients will be registered in Gauteng. Please note that if your registered office address on the CK document is for another province, please register with your perspective province. Any electrical contractor that was previously registered in Gauteng and the address is for another province will be deregistered and advised to register with their respective province WAITING PERIOD IS 14 WORKING DAYS WAITING PERIOD IS 14 WORKING DAYS Registration period are as follows: One (1) Year: R240 Two (2) Years: R480 Three (3) Years: R720 Bank First National Bank Account Holder Department of Labour Account Number OHS: EIR, Surname & Initials APPLICATION OF WIREMANS LICENSE Contact person: 1.Specialist Electrical: Pieter Laubscher (email protected) 082 774 6524 2. OHS Inspector: Todani Muthiwa (email protected) The application of wireman's licence is done at Head Office, Laboria House in Pretoria, 215 Francis Baard Street. All duplicates wireman's licence card they are done at Head office 22-Nov-24, 05:26 AM #2 Originally Posted by Electricjes6. For any company (PTY/LTD / CC): A Letter of Good Standing with COID if the company have employed the registered person(s) or other employee/s. (Please note that this also applies to companies where the director is a working employee, i.e. the director is the registered person/electrician) 7. For Sole Proprietorship: please attach an affidavit that you are working alone and do not have any employees (Please note that this will be used in a case where there is a claim for UIF and COID should you provide false information on the affidavit) 8. Proof of UIF registration indicating the UIF registration number together with proof of payment/contribution. That notice can do with some improvement. What is the situation where a sole proprietor does employ people? What should be required is a COID Letter of Good Standing and Proof of UIF Registration from all applicants except sole proprietors who are not registered for UIF and COID because they do not employ anyone. In that instance, the sole proprietor must provide an affidavit that they work alone and do not have employees. 23-Nov-24, 07:53 AM #3 Is this how it's done countrywide? I ask because I know that up until very recently, walk ins were still being assisted in our valley. 17-Jan-25, 05:30 PM #4 Well today I walked in at DOL in East London to renew my registration. 10 minutes later I was on my way out, successful. Couldn't have been any easier or quicker. 19-Dec-11, 12:13 PM #1 Hi Guys, We all have to make an affidavit at some time or another. There is a general misconception that the only way to do this is to go to the police station and do one in hand written format. This is not actually true, you can take a typed affidavit to the police station or other commissioner of oaths and merely request them to commission it. Be that as it may, I have encountered many instances where police officers at the front desk are ignorant of this. When you say 'affidavit' they immediately want you to complete a handwritten one. If this happens to you, simply tell them, that your lawyer drafted a typed one for you alternatively request to see an officer higher in rank, who will recognise this document for what it is. FYI...most affidavit used in court are typed. Kindly find attached affidavit format.doc AndYd (28-Jun-13), Dave A (19-Dec-11), jaxhr (15-Mar-18), KimH (18-Dec-11), pedrob (21-Feb-14), reuph (01-Oct-14), Roger15 (04-Oct-13), tec0 (04-Oct-13) 26-Jun-13, 11:26 PM #2 Thank you Vanash, I found your template very helpful. Thanks for sharing this. Jean 01-Jul-13, 10:07 AM #3 Originally Posted by Jean Dick Thank you Vanash, I found your template very helpful. Thanks for sharing this. Jean A (19-Dec-11), jaxhr (15-Mar-18), KimH (18-Dec-11), pedrob (21-Feb-14), reuph (01-Oct-14), Roger15 (04-Oct-13), tec0 (04-Oct-13), 10:56 AM #6 Hi Vanash Yes I have, it is also missing...SAPS , but if someone swears/declares something, being it words or print, in front of a Commissioner of Oaths, the regulations in terms of R1258 must be complied with right? If we leave this section off the Affidavit, does this not open up grounds whereby the Commissioner of Oaths was negligent and didn't act out the provisions in terms of R1258 when the person making the declaration in the Affidavit because it wasn't declared on it? Thanks 04-Oct-13, 12:47 PM #7 Originally Posted by Roger15 Hi Vanash Yes I have, it is also missing...SAPS , but if someone swears/declares something, being it words or print, in front of a Commissioner of Oaths, the regulations in terms of R1258 must be complied with right? If we leave this section off the Affidavit, does this not open up grounds whereby the Commissioner of Oaths was negligent and didn't act out the provisions in terms of R1258 when the person making the declaration in the Affidavit because it wasn't declared on it? Thanks I just had a look at the latest amended version of the Act as well as the regulation itself. To put things into perspective, you referring to the 'Justice of the peace and commissioners of oaths Act 16 of 1963', in particular one of its regulations which is part of the structural components of an Act i.e. you also have long title, short title, definitional clause etc. 'AND THAT THE PROVISIONS OF THE REGULATION CONTAINED IN GOVERNMENT NOTICE R1258 DATED 21 JULY 1972 HAVE BEEN COMPLIED WITH', is a peremptory provision and simply directs that the affidavit must have certain content and be done in a certain manner but not that this statement be included in the affidavit itself.If you can show me where in the Act and the regulation it states you should by compiling an affidavit as such, please show me where so that I may shed light on it Last edited by Citizen X, 04-Oct-13 at 02:25 PM. Roger15 (04-Oct-13), tec0 (04-Oct-13) 04-Oct-13, 01:36 PM #8 Hi Vanash. No need, I just wanted clarity as sometimes I see affidavits that include this by the commissioner of oaths and then sometimes I dont see it. I would of assumed there would be a standard in this regard, ie one would either include it or leave it off. Anyway, thanks for your responses. They are appreciated. 21-Feb-14, 05:20 AM #9 The police man doing the commissioning must sign each page with his initials and on the last page sing full out together with the person whose affidavit it is. I went to the police station to get one commissioned and the police man said he does not have to do it claiming he only needs to sign on the last page or else he would be signing as if it were his statement being taken. BUT IT IS LEGAL PRACTICE that the commissioner of oaths must initial each page and put in anything else. In this case simply go to a higher rank police officer With the exception of Andrew Jackson, there is no record of a Bible being used from the place of George Washington's second inauguration through to the time of John Tyler. Some say John Quincy Adams swore his oath off office on a law book. The only record of John Tyler's "swearing-in" is an affidavit where there's no mention of a Bible. Theodore Roosevelt did not use a Bible at his first swearing-in ceremony. Calvin Coolidge did not place his hand on the Bible, which was close-by, when sworn in by his father. Rutherford B. Hayes, at his Sunday, March 3, 1877 private ceremony, did not use a Bible. JFK did not place his hand on his family Douay Bible, which rested on top of the podium. Lyndon B. Johnson used Jacqueline Kennedy's Catholic Missal (prayer book) while on board Air Force One, after Kennedy had been shot. Staff could not find a bible on the plane. Barack Obama, at his "do-over" ceremony with Chief Justice John Roberts, didn't include a Bible. In Texas, a handwritten will, also known as a holographic will, does not need to be notarized to be valid. However, the will must be entirely in the handwriting of the testator and signed by them to be legally binding. 21-Feb-14, 10:37 AM #11 Originally Posted by Vanash Naick In this case simply go to a higher rank police officer Easier said than done I find that a couple of cans of coke, go a long way to get them to sign every page. I usually comment how hard they are working, and that I know they must have built up a thirst, and hence the reason for offering some cool coke. Victor - Knowledge is a blessing or a curse, your current circumstances make you decide! Solar pumping, Solar Geyser & Solar Security lighting solutions - www.microsolve.co.za 29-Sep-14, 03:55 PM #12 Thank you, Vanash! You saved me hours of trying to find out what should go into an affidavit. 16-Oct-14, 12:12 PM #13 Originally Posted by Nirusha Moodley Thank you, Vanash! You saved me hours of trying to find out what should go into an affidavit. It's a pleasure Madam 30-Sep-15, 02:12 PM #14 I also want to add my thanks for the template. Got to this thread via a web search. If I'm not mistaken, swearing an oath implies the invocation of a deity ("So help me God" or some such wording). Some people have a conscientious objection to this, including: atheists who don't believe in any deity, some religions where oath-swearing is expressly discouraged, and others subscribing to the liberal principle of "separation of church and state". Taking this into account, some follow-up questions: Is there any alternative method for such people to still satisfy the legal requirements, but to not take OATHS in the process? What would the correct term be? Would the wording of the template change? Would such an alternative have any less favorable bearing on the outcome IN PRACTICE? I guess I need to go read the act myself ..... 30-Sep-15, 03:14 PM #15 Yes - there is a legal alternative. Delete "swear" and "prescribed oath". The answer to no 2 would be "yes" and the commissioner of oaths would delete the words "sworn to" in his/her declaration at the end. AFFIDAVIT I, full names, do solemnly swear/declare that .... Signed \_\_\_\_\_ Date \_\_\_\_\_ I certify that before administering the prescribed oath/solemn declaration I asked the deponent the following questions and wrote down his/her answers in his/her presence: 1. Do you know and understand the contents of the above declaration? Answer: \_\_\_\_\_ 2. Do you have any objection to taking the prescribed oath? Answer: \_\_\_\_\_ 3. Do you consider the prescribed oath/solemn declaration to be binding on your conscience? Answer: \_\_\_\_\_ I certify that the deponent has acknowledged that he/she knows and understands the contents of the above declaration which was sworn to/affirmed before me and that the deponent's signature was placed thereon in my presence. Signed \_\_\_\_\_ Commissioner of Oaths (Foreman(s) and surname) Address \_\_\_\_\_ Designation \_\_\_\_\_ No act of kindness, no matter how small, is ever wasted. - Aesop "The Lion and the Mouse" bietry (01-Oct-15) Dave A (02-Oct-15) 15-Feb-12, 04:30 PM #1 Hi guys, 1. affidavit for the consent to rescission of judgement.docThe Magistrates Courts Rules has under went some revamping over the past few years; 2. In the past, when one wanted a rescission of judgment, you simply had to pay the creditor in full and final settlement and then obtain a consent letter from the creditor for rescission of judgment; 3. This has changed, you now still have to pay the creditor in full and final settlement but you have to obtain a special "precedent"(form), do not confuse the word "precedent" with "judicial precedent" which is caselaw whereas "precedent" is simply a blueprint or form or template that the court wants in a prescribed manner; 4. The precedent you have to obtain is an affidavit (attached) in which the creditor or his lawful representative consents to rescission of judgment; 5. Legal hurdles in practice: In most cases when you go to an attorney for rescission of judgement they'll want you to bring along the consent affidavit, (they normally don't do this for you, there may be exceptions) So in practice you firstly pay the creditor in full and final settlement; 6. You then prepare the affidavit(get the accounts name or credit manager's name, normally they will be happy to provide you with this as you paid them, tell them it's for the affidavit, amend this attached affidavit, i.e. correct court, correct case number, correct creditor's name, correct dates, print it; 7. Now here's the catch, the affidavit needs to be commissioned by a commissioner that does not work for the creditor or is not associated with the creditor, so in practice you will have to take a commissioner of oaths with you; 8. So you've paid, you got the affidavit, you take the affidavit to the attorney, you pay the attorney, he then appears in chambers and has the judgement rescinded; 9. Now the magistrate is not going to give you a certified letter stating that the judgement was rescinded, the court will give you nothing! 10. So, how do you then get the listing removed from the site: Your attorney should give you a letter to the following effect on his official letterhead: RE: MR SHARK-CASE NO: 56524/2011 (JHB MAGISTRATE'S COURT We confirm that a rescission of judgment was granted herein on 25 January 2012 in chambers and this judgement is now accordingly cancelled against your name and is no longer collectible by the plaintiff. You may take a copy of this letter to TTC, Experian and XDS or any other credit bureau that has blacklisted you and they will then delete the reference to the judgment against your name. We confirm that you have already paid our costs and thank you for your instructions. Section 49 of the magistrates court rules as amended provides as follows "49. (1) A party to proceedings in which a default judgment has been given, or any person affected by such judgment, may within 20 days after obtaining knowledge of the judgment serve and file an application to court, on notice to all parties to the proceedings, for a rescission or variation of the judgment and the court may, upon good cause shown, or if it is satisfied that there is good reason to do so, rescind or vary the default judgment on such terms as it deems fit: Provided that the 20 days' period shall not be applicable to a request for rescission or variation of judgment brought in terms of subrule (5). (2) It will be presumed that the applicant had knowledge of the default judgment 10 days after the date on which it was granted, unless the applicant proves otherwise. (3) Where an application for rescission of a default judgment is made by a defendant against whom the judgment was granted, who wishes to defend the proceedings, the application must be supported by an affidavit setting out the reasons for the defendant's absence or default and the grounds of the defendant's defence to the claim. (4) Where an application for rescission of a default judgment is made by a defendant against whom the judgment was granted, who does not wish to defend the proceedings, or arrangements were made to satisfy the judgment, within a reasonable time after it came to his or her knowledge. (5) (a) Where a plaintiff in whose favour a default judgment was granted has agreed in writing that the judgment was rescinded or varied, either the plaintiff or the defendant against whom the judgment was granted, or any other person affected by such judgment, may, by notice to all parties to the proceedings, apply to the court for the rescission or variation of the judgment. (6) Where an application for rescission or variation of a default judgment is made by any person other than an applicant referred to in sub-rule (3), (4) or (5), the application must be supported by an affidavit setting out the reasons why the applicant seeks rescission or variation of the judgment. (7) All applications for rescission or variation of judgment other than a default judgment must be brought on notice to all parties, supported by an affidavit setting out the grounds on which the applicant seeks the rescission or variation, and the court may rescind or vary such judgment if it is satisfied that there is good reason to do so. (8) Where the rescission or variation of a judgment is sought on the ground that it is void ab origine or was obtained by fraud or mistake, the application must be served and filed within one year after the applicant first had knowledge of such voidness, fraud or mistake. (9) A magistrate who of his or her own accord corrects errors in a judgment in terms of section 36(1)(c) of the Act shall, in writing, advise the parties of the correction." I will provide you with an example in due course(the link at the end) BUT, this document is not meant for you to go and actually use in court!(I'm not preparing a court document for you to actually use! I'm merely giving you an example(as said, in due course, the loneranger is fighting a symbolic war on several fronts right now...no time to even breathe!! It's strictly and only meant to illustrate an example for academic understanding, no more and no less!!) So Chantal, my terms and conditions are very simple, you do not use this document yourself in court and I'm not preparing any court document for you, I'm merely giving you an academic example from the perspective of protracted debate and academicad! =1329316177 Last edited by Citizen X, 03-Oct-12 at 05:24 PM. 18-Jan-13, 12:44 PM #4 Vanash-Naick. Very Helpful information and I am in this situation. Is section 49 : 8 applicable to my case? I learned that I have judgement on my name for the school fees of my sister in-law (Ms JJ). In 2005 I applied for school enrolment for Ms JJ. At that time I and my father in law (Mr JJ) completed a contract which required me to acknowledge payment the school fees. The principal call me and Mr JJ to clarify school fees responsibility. After a long discussion with the principal, he produced a new contract form where we signed (Me as witness) and the principal signed that he admission of the Ms JJ. Since then the school contacted Mr JJ to make any arrangement for school fees payment. I was shocked to receive a summons addressed me as Mrs and I request my wife and Mr JJ to make a follow up with the lawyers. They did and made the necessary agreement. 6 months later I learned that I have judgement on my name. I requested the lawyer and the school to provide with the contract signed, they gave me the form that the principal rejected, without the principal signed. Whereas the contract signed with two parties is not available? Is the contract valid even if the second party did not signed? When I approach the lawyer she said "You have been provided with the duly signed contract (the rejected contract) where you admit liability to pay school fees", however the contract reflect the signed of Mr JJ and mine without the principal signature. How valid the contract without the second party? When I question the validity of the contract and the agreement later made by Mr JJ with the lawyer, she said, "The acknowledgment of debt and contract are two different things. Action was taken against all parties that undertook to pay the fees being you and Mr JJ, Mr JJ on receipt of our papers came to our offices and acknowledged the debt. You are jointly and severally liable until this debt is paid in full". However when I make my investigation the court action was against Mrs KS not Mr KS and the courts action was against Mrs KS and judgement on the blacklisting is Mr KS. DO I HAVE A CASE? Firstly, you don't mention whether you were served with a summons and whether you entered an appearance to defend. This was your key opportunity to clear your name. Now that judgment is present, it makes things a bit more complicated but not impossible to unravel. It will require court process though! I think here the crisp issue is the difference between the buyer and user of a product or service. For instance a parent takes out a cellular contract for their 14 year old child, though the child is the user of this service, the parent is the buyer and therefore liable. Initially, you were the buyer, as you approached the school and procured the service of tuition on behalf of your sister in-law. You clearly done this in good faith. Later it was clarified that the father of Ms JJ is responsible for the payment of school fees. Summons should have been sued out against him. In the schools defence, you and the father accepted responsibility and that's why summons was sued out against both of you. This does not mean that you are responsible, had you entered an appeared, you could have filed a plea on merits and clarified i.e. denied liability and stated your defence that you were not in fact responsible but your father in law was. This matter will inevitably require court process. Instruct your lawyer to have the judgment rescinded on the basis that was granted in error i.e. the wrong person, your lawyer will send notice to the school and they can oppose it, whether they do or not is irrelevant. Your father in law should however do the responsible thing and assist in getting your name cleared. The topographical error in judgment is of no real consequence. This matter can be resolved! It will require your father in law taking full responsibility and carrying the costs of clearing your name.. 25-Jan-13, 09:35 AM #6 Hi There, I had an accident just over 4 years ago road into a rented car. I went with the driver to police station gave my details and did what an honest guy would do. I then received a lawyers letter stating I need to contact them, which I did back in 2009. I emailed, faxed, called and was always told the person I need to speak to not available and end up speaking to a receptionist or PA. It went on for two years, all my contact details remained the same and I tried for two years to speak to someone regarding payment of the damages. Eventually a year later I get a summons to appear in court. I went to court and was told what I need to pay. I then applied for a cell phone contract to my existing contract and was declined and told I have a judgement against my near your name. I have a perfect payment profile as I do not like making debt. I bought a house and lucky for me the judgement only reflected after my house went through. However its seems I cannot purchase anything on credit because of this judgement, I then contacted the lawyers again and asked them to send me a copy of the contract, they then send me the copy and also a telefax which I sent in 2009 which proves I was trying to make payment arrangements with them. I then replied to them and ask them why was I summons to court if I was being an honest person trying to settle my debt, and my contact details are on the telefax and hasn't changed. I have to date not received any response to my mail and we wanted to buy another house but i'm afraid I wont be helped due to the judgement even though i have an excellent payment profile. 26-Jan-13, 04:02 AM #7 Originally Posted by MZELY Eventually a year later I get a summons to appear in court. I went to court and was told what I need to pay. You're pretty light on detail as to what happened in court. Did you raise the issue of the plaintiff's failure to respond to your approaches to them? 12-Jul-13, 08:25 AM #8 Good morning Can I as a layman do the application myself to save on costs ?If so ,please provide procedures and forms . Thank you Eldridge 25-Jul-13, 12:46 PM #9 Good day. A while ago my husband took out a loan from a certain bank. Unfortunately due to some financial problems he missed a couple of payments but he later managed to solve things and pay off the loan. Upon finishing the payment he requested a credit report and found out he had a judgement taken out against him by some lawyers on instruction of the said bank. When he contacted the bank they denied having instructed the lawyers. They(the bank) then followed it up and it has now emerged that the lawyers acted without the instruction of the bank and on top of that they drafted a fake document and forged my husband's signature on the document that says he allows them to attach a judgement to his name. The bank is busy corresponding with the lawyers to have the judgement removed. My question is, what legal action-if any- should we take? How should we handle this situation? A very good afternoon to you MissYona. Your post demonstrates that there is indeed a crisis in the legal profession and that this crisis is of an ethical nature. 1. You should report the relevant attorney to the Law Society that they belong to(The attorney has a legal obligation to provide you with this information); 2. You could file criminal charges of fraud against the relevant attorney