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**
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

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

IN THE HIGH COURT OF SOUTH AFRICA
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Case No: _____

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MAUTLA, LESEDI DIKELEDI **(IDENTITY NUMBER 020125 0663 081)**	**FIRST APPLICANT**
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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**

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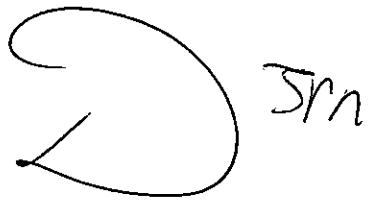

FOUNDING AFFIDAVIT

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.

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

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

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.

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.

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.

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

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.

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:

"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,

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.

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

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.

GROUNDS 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.

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

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

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:

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 facia, 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.

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.

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

"FA1.1"

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:

JML L.M

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.

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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

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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. _____

L M

Adams & Adams

CESSION AGREEMENT

CESSION AGREEMENT

BETWEEN

ADAMS AND ADAMS

AND

Name: Lesedi Diteledi Mautla

Domicilium: 605 Prudence Flats
125 Gerhard Moerdyk Str
Sunnyside Pretoria

Postal address: As above

Telephone Number: (H) _____

(W) _____

(Cell) _____

L.M

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

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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.

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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.

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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

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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.

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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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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

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"FA1.2"

SPECIAL POWER OF ATTORNEY

I, the undersigned, Antoinette Elizabeth Bianca Steyn

(ID No: 8905160176089

Spouse/guardian/mother of

Jacobus Johannes Steyn

(IDNO: 090818 5112 083)

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 2/11/2018.

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:

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

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.

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 discression 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 psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discression 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. _____

2. _____

"FA 1.3"

SPECIAL POWER OF ATTORNEY

I, the undersigned,

GERMARI DIPPENAAR/STRAUSS

(ID NO: 8408290078095)

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:

JM

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 discression 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 [illegible] Sheriff at the physical address, shall for all intents and purposes be regarded as full and effective notice and

[illegible]

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 discression 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: 7306215256086)

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 22/11/2018.

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:

JSM

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 discression 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 psychologists and psychiatrists) to make all information / documentation / records which are in my attorneys' sole discression 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 29 DAY OF NOVEMBER 2018

AS WITNESSES:

1. _____

2. _____

"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** ~~JULY~~ August **2019**

AS WITNESSES:

1. _____

NOMTHANDAZO ELIZABETH SILUMA

2. _____

"FA1.6"

SPECIAL POWER OF ATTORNEY

I the undersigned,

IDENTITY NUMBER:

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-

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;

S. BOKO

JSM

2.1.1 Charge me the following fee 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 in the matter and on telephone calls and travelling

2.1.1.1	First year Candidate Attorney and 3rd 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 650 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 570 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 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 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. BOND

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 loco, work visits, consultations with experts, counsel 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, 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 expert's charges, I undertake to pay them within 30 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 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.**

S BOKO

JSM

SIGNED AT PRETORIA ON THIS 3rd DAY OF May 2019

AS WITNESSES:

1. _____ SBOKO

2. _____

3rm

"FA1.7"

SPECIAL POWER OF ATTORNEY

I, the undersigned, NONHLANHLA CECILIA RADEBE

(ID NO: 8305170807080)

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 29/7/2018.

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:

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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 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 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

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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 discression 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:

JM
N.C

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 discression 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 HIGHLANDSVIEW ON THIS 14 DAY OF AUGUST 2018

AS WITNESSES:

1. _____

2. _____

"FA2"

BY HAND

Road Accident Fund
38 Ida Street
Menlo Park
PRETORIA

Our Reference: NK/ppm/P4917
Your Reference: NEW CLAIM
Date: 11 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 (OAPI) | Cape Verde | Egypt | Ethiopia | Ghana | Kenya | Lesotho | Liberia | Libya | Mozambique (AKIPO) | Namibia | Nigeria | Sierra Leone | São Tomé and Príncipe | Swaziland | Tanzania (including Zanzibar) | The Gambia | Zimbabwe
Partners Dario Tanziani Johan du Preez Colin MacKenzie Mariëtte du Plessis Samantha Copeling Gérard du Plessis Phil Pia Louis van der Walt Russell Bagnall Simon Brown Grégor Wolter Joseph Goedhals Blain de Villiers Eugene Honey Darren Olivier Nolwazi Gcaba David Schaepers Megan Moerdijk Kelly Thompson Nala Khechane Janice Galvad Nishi Chetty Lucy Signorelli Steven Yeates Johnny Flandeiro Jenny Pienaar Danie Dahmen Alexis Apostolidis Bikis Daby Debbie Marriott Lauren Ross Dale Healy Mandy Swanepoel Roelof Grové Nicolette Koch James Davies Nicky Garnett Vishen Pillay Godfrey Budell Jac Marais Nthabiseng Phaswana Nishan Singh Pieter Visagie Sajidha Gamieldien Thando Manentsa Dieter Weithagen Somayya Khan Danie Strachan Werina Griffiths Jani Cronjé Wilhelm Prozesky Nicoletta Biggar Jean-Paul Rudd Stephen Hollis Alicia Kabini Alicia van der Walt Wynand Fourie Lita Mill-Qamata Jan-Harm Swanepoel Amina Suliman Wensei Blitz Kim Rampersadh Kareema Shaik Femke Van Dyk Helgard Janse Van Rensburg
Senior Consultants Gavin Katze
Associates Deborah Maricana Therése Davis Udi Pillay Nicole Smallberger Dakalo Luvhimbi Kerry Wiers Richard Wiers Jean-Louis La Grange Nicole Haworth Jevanna Le Roux Lisa Van Zuydam Alissa Nayanah Misha Van Niekerk Robyn Möller-Mabuza Shani Van Niekerk Lize-Mari Van Dyk Alicia Heyneke Lavashnee Mandhy Donald Mokgehle Jameel Hamid Charleen Rupnarain Kagisho Manyashi Ramon Peruka Thembi Khoza Sophia Smallbones Demi Pretorius Thapelo Montong Portia Manzini Mihakazisi Maphangula Maureen Makoko Michael Lamont Aslam Patel Lebohang Masola Daniel Campbell Esmé Van Rooyen Nala Gungubele Danielle van Deventer Sisipho Ngoma Jessica-Jade Faint Lethabo Molefe Thandeka Mhlongo Mzwakhe Paswa Mia de Jager Monique Schrönen Chiraag Maharaj Cohen Greatbaom Thembani Nkabinde Gabriela Dzeha Vianca McCall Kineta Iyavoo Kim Erasmus Michael Bullock Raznae Narayanasami Chanel Tewary Courtney Elson Chesin Petersen Whitney Govender-Williams Rebone Dikotla Danielle Robbertze Christine Strauss Mpumelelo Ndlela Njabulo Mazibuko Michela dos Santos Aliza Wilmans Malome Matshela Darshan Moodley Kelly Mzobe Gadiët Robbertze Tessiyn Francis
Chief Operating Officer Dave Forbes
Level 4 BBBEE Contributor rating

Yours faithfully
ADAMS & ADAMS

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THIRD PARTY CLAIM FORM

RAF 1

"FA3

1 PERSONAL DETAILS OF CLAIMANT

Title: Ms

Surname: Mautla

Name: Lesedi Dikeledi

Date of birth: 2002/01/25

ID Number / Passport Number:
(Note: A certified legible copy of your identity document must be attached to this claim form)
020125 0663 08 1

Residential Address:
605 Prudence Flats, 125 Gerhard Moerdyk street
Sunnyside, Pretoria

Postal Address:
c/o Adams & Adams, PO Box 1014, Pretoria, 0001

Home telephone number:

Work telephone number:

Cellular number:

Email:
nicolette.koch@adams.africa

How would you prefer us to contact you?

Email ☑ SMS ☐ Post ☐ Contact via attorneys

Tel (H) ☐ Tel (W) ☐ Cell ☐

2 DETAILS OF PERSON CLAIMING IN REPRESENTATIVE CAPACITY

Are you claiming compensation on behalf of someone else?

☐ YES ☑ NO

If you answered YES kindly furnish the following information:

Your Name(s) & Surname:

Your ID / Passport Number:

In what capacity you are acting

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):

Account Number:

Branch number:

Name of Account holder:

PAY ATTORNEY DIRECTLY IN TERMS OF CESSION AGREEMENT

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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

Bank Name: NEDBANK

Branch Code: 19876500

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 vechicle(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?:

2

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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	Driver's contact No
YWL424GP	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 ☐

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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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 –

YYYY/MM/DD YYYY/MM/DD

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 YYYY/MM/DD

Date of expiry YYYY/MM/DD

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

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-

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.

☐ sole trader ☐ partnership ☐ trust ☐ close corporation ☐ company

☐ other – specify

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)

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
☐ Emergency medical treatment	R 10 000.00
☐ Non-emergency medical treatment	R 10 000.00
☐ Future medical expenses	R 300 000.00
☐ Past loss of income	R
☐ Future loss of income	R 500 000.00
☐ Past loss of support	R
☐ Future loss of support	R
☐ Funeral expenses (attach specified invoices)	R
☐ 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.

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

Road Accident Fund

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 Diteledi

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 therapy 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.

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	Treatment plan
n/a	n/a

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	ICD 10 Code	Impact of accident
n/a	n/a	n/a

THIRD PARTY CLAIM FORM

Road Accident Fund

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 [X] 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)

[X] 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	Patient ID ~~Contact~~ number	Date admitted	Date discharged
Steve Biko hospital	MAU0277/2	2017/06/06	

7. MEDICAL PRACTITIONERS DETAILS

Name: Christopher

Surname: Mushwana

Qualifications: MBchB, CIME

Practice Number (HPCSA and/or BHF): 0553514, 0146447

Telephone number: 0119070334

Facsimile number: 0865139851

Cell number: 0762206979

Postal address: P.O. BOX 782527 Sandton 2146

Physical address: 07AC Alberton city mall medical JHB.

2 JPN

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

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

20-08-2020

INDEPENDENT MEDICAL EXAMINER

Signed at DAR

Date 2020/08/20

health and social development
Department Health and Social Development GAUTENG PROVINCE

REGISTRATION FORM

Practice No: PR0561001020895 7

GAUTENG

TSHWANE DISTRICT HOSPITAL P4917

PROUDLY SOUTH

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 Addr s:
89 VL K&SPUY STREET UNISON FLATS
SUN SIDE
PRE' RIA
0002
Tel: 0790676151 Fax: 079 818 7856

Employer:
0000
Tel: Fax:

	Weekly	Monthly	Annually
Bread winner:			
Other:			

Patient File Number: MAU0277

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

Particulars of Registration

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

Particulars of Account Liability Party

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

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 REPUBUC&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 : MMotshegoa

I hereby certify that the above mentioned particulars furnished by me are to the best of my knowledge correct. (If not patien
state particulars) Fullname : LESEDI MAUTLA
Date : 06/06/17 Address : GERARD MOERDYK STREET SUNNYSIDE
Relationship X MOTHER Signature :

Report generated by the PAAB system.

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 MEDICS
Smart for your life

6/07
557

PATIENT DETAILS

SURNAME	Matutiwa
FIRST NAME	Lesedi
ID/DOB	2002/01/25
AGE	15
GENDER	M / F
ADDRESS	605 Dentkinet Sunnyside
CONTACT NUMBER	079 0676 151
INCIDENT LOCATION	
RECEIVING FACILITY	
MED AID	
MEMBER NO	
MAIN MEMBER	
ID NUMBER	
NEXT OF KIN	Leato
RELATIONSHIP	Mother
ADDRESS	Same as above
TEL/CELL	079 0676 151
ALT	079 818 7856

INCIDENT DETAILS

DATE		
INCIDENT TYPE		
CREW	QUAL	HPCSA NO.
1		
2		
3		
CALL SIGN		

TANGO STATUS	TIME	KILOMETERS
MOBILE	:	
SCENE	:	
DEP SCENE	:	
DESTINATION	:	
HANDOVER	:	
AVAILABLE	:	
TOTAL	:	

CLINICAL NOTES

HISTORY/MECHANISM OF INJURY	MVA passenger
AIRWAY	Open & self maintained
BREATHING	Spontaneous
CIRCULATION	
PRIMARY SURVEY	laceration in the ~~ear~~ ear (L) & headache
SECONDARY SURVEY	(L) ear laceration
GENERAL EXAMINATION	15 yr/o female involved in an MVA as a passenger c/o headache and (L) ear laceration
TREATMENT	vital signs monitored & transported to hospital
MEDICATION	
ALLERGIES	

ASSISTANCE FROM

CREW	QUAL	HPCSA
1		
CALL SIGN	AMB	PRV

PROCEDURES

GENERAL		AIRWAY		
DRESSING		OXYGEN L/M:		REB
C.COLLAR		PERCENTAGE:		NAS
SPINE BOARD		CHEST DEC	FLEX	BVM
SPIDERHARNES		CPR	SIZE	CRIC
SLINT/TRAC3		OP TUBE	COMBI	
BLANKET		ET/ TUBE	SIZE	
KED		LMA	VENT	

INFUSION (S)

TYPE	SITE	VOL	TIME	SIGN
			:	
			:	
			:	

MEDICATION (S)

TYPE	DOSE	ROUTE	TIME	SIGN
			:	
			:	
			:	
			:	

LEVEL OF CARE

BLS		M/ICU	
ILS		N/ICU	
ALS		OTHER	

VITAL SIGNS

TIME RECORDED		:	:	:	:	:
RESP RATE	BPM	20	18			
RHYTHM	Reg/Irreg	Reg	Reg			
SPO2	%	96	100			
PULSE RATE	BPM	86	77			
RHYTHM	Reg/Irreg	Reg	Reg			
BP	Sys/Dias	121/91	116/87			
SKIN COLOR	Cyan/N/Pale	N	N			
MOISTURE	Dry/N/Clammy	N	N			
TEMPERATURE	↑N↓	N	N			
CAP REFILL	<2 / >2	<2	<2			
GCS MOTOR	6	6	6			
VERBAL	5	5	5			
EYES	4	4	4			
PUPILS SIZE	mm	3	3			
REACT	Y/N	Y	Y			
PACING	mA	—	—			
HGT	mmol/L	—	—			
PAIN SCORE	0/10	4	4			
DEFIB	Joules	—	—			
PRIORITY	1/2/3/4	3	3			

BILLING TYPE		
	MEDICAL AID	
	R.A.F	X
	WCA	
	PRIVATE	

MANAGED BY		HANDED OVER TO	
NAME		NAME	Dr F de Villiers
QUAL		QUAL	MBChB(Pret)
SIGNATURE	[signature]	SIGNATURE	

COMMENTS

awake orientated. GCS 14/15 INCIDENT of head injury, blood draining from (L) ear patient is somewhat confused history of LOC

AUTHORIZATION NO

TERMS AND CONDITIONS

I _____ hereby acknowledge that the Treatment and transportation noted on this document is correct and received. I accept responsibility for all payments.

Signature _____

TREATMENT REFUSED _____ (SPECIF

NAME _____ SIGN

WITNESS _____ SIGN

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 indemnify 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: [redacted]
Age: 15 **Gender:** M / F
Living Area: Lebedi Matulwa **Brought by:** Own transport / Ambulance
Chronic illness / Medications:
Allergies:
History / Current complaint: Involved in MVA. ⊖ LOC ⊖ Contusion - 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)	
...O.S - acute	
Level of consciousness reduced / confused	
Coughing blood	
Chest pain	
Stabbed neck	
Haemorrhage - uncontrolled (arterial bleed)	
Seizure - post ictal	
Focal neurology - acute (stroke)	
Agression	
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	
...abetic - 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 2
HR		less than 41	41-50	51-100	101-110	111-129	more than 129
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 ⊖ C spine tenderness
B: GAEB ⊖ Distress
C: Well perfused GCS 15/15.
⊖ Pallar Apyrexial.
O/E: Abdo SNT BBS
Abrasion ⊖ cheek, into ear ⊖ Active bleeding from EAR.
⊖ CSF leak.
pt shown to Consultant Dr Lalloo — needs neuro obs, not for CTB.
(P) TDM for Further Mx.

TDM.

Time: 09h25.
Docter's Name Fatela
Signature:

Modified ~~May 2014~~ by J.PA J/V Rensburg and Dr B Makaleng

H197

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

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

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

15 yr old female
M/C: involved in MVA
- Partial spine + head
- Blood in ⊖ ear

Death ⊖
Allergies ⊖

Vital Data

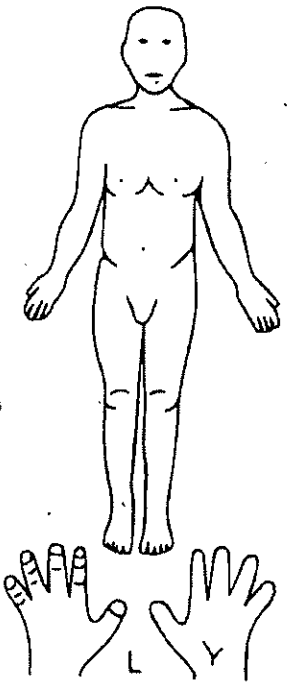
Time				
BP				
P/min.				
R.T.				
Temp.				
GCS				
	10			
		nt (MVA)		
Pupils			Alcohol	

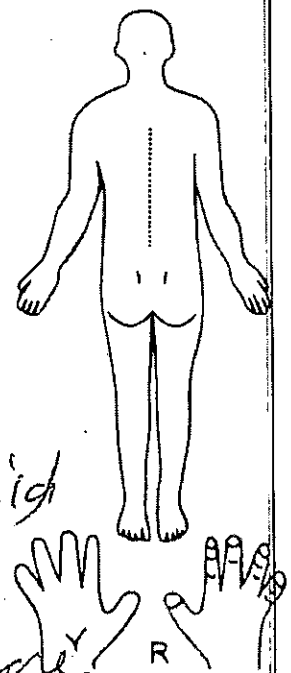
Examination

CVS: S1 + S2 ...
Resp: CAB
Abd: SM
Ear: blocked, bloody
Not actively bleeding
Small superficial lacerations on ear lobe
Difficult to see membrane

L Y

Y R





Special Investigations	Diagnosis / Problems	Treatment / Plan
X-ray: No obvs #s or dislocations	SM	Send to audiology for evaluation
	to ENT Steve Zikos on 7/06/2017 level 6	DR Ramaguya D/C. ITO ENT: PC OPD date

#62835

Referred to:
(dept.)

Signature and Print:
Qualifications:

Dr. M. Burger
MP 0805637
MBChB

ATS – TF SBI

PATIENT OBSERVAT	TSHWANE DISTRICT HOSPITAL	EMERGENCY DEPARTMENT	
Date	Pat ID: MAU0277/2 Class: P(MVA)	Allergy	Unknown
Patient Name	Name: MS MAUTLA LESEDI	Diagnosis	MVA → Confusion, laceration on (L) ear, upper (L) eye & (L) cheek
Time of arrival	DOB: 2002/01/25 Sex: FEMALE		
Ambulance no.	DOA 2017/06/06 Ward:		
	NORMAL H CLASSIFICATION		
	MAU0277 DR NKUSI		

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

MEDICATION

	NAME	DOSE	ROUTE	TIME									
1	Tramal ~~Pethidine~~ 50mg	IMI	o pa Stat	..	Time	10:46							
					Dose	5cy							
					Sign	2							
2					Dose								
					Sign								
3					Dose								
					Sign								
4					Dose								
					Sign								
5					Dose								
					Sign								
6					Dose								
					Sign								
7					Dose								
					Sign								
8					Dose								
					Sign								

PRESCRIBING DOCTOR

Dr. Cardeano
MP-0805661
MBChB

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						

SPN

HEMODINSMIC OBSERVATIONS

Time		0900	0410										
	190												
	180												
	170												
120mmg	160												
	150												
	140												
BP	130	123											
	120												
	110		107										
	100												
80mmg	90												
	80												
	70												
Pulse Rate: X	60 50	69	63										
	40												
	30												
Pulse	[redacted]	132	133										
Temperature		36,9°	36.8										
Chest Pain		/10	0/10	/10	/10	/10	/10	/10	/10	/10	/10	/10	/10
Capillary refill sec													
Glucose mmol													
CVP													
SaO^2 %		98%	99%										
Mode		R/A	R/A										
Pt/Ventilator rate		18	16										
$FiO^{2/2}$ L/min		self	self										
Tidal colume													
Minute volume													
Airway pressure													
Peep													
Pupil Size: L													
R													
Pupil reaction: L													
R													
G: Eye opening													
C: Motor Response		8											
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													

2000 -06- 10

Motor Vehicle Accident (MVA)

SPM

	SURNAME	SPECIALTY	TIME CALLED	TIME ARRIVED	ORDERS
Cas. Dr.					
Nurse 1	MATOLA			07:30	
Nurse 2					
Nurse 3					
Ward Staff					

DATE/TIME	CARDEX	SIGNATURE
06/06/17 07:30	A 16 year old Female patient came in fully awake and breathing spontaneously on 800m air patient confused and not saying things that make sense no really obeying command patients medical history not aquired as patient confused patients vitals monitored and recorded as follows - B/P - 123/69 P - 132 bpm R - 18 bpm T - 36,9°C patient awaiting to be seen and record patient can mobilise well	[signature]
08h10	Patient assessed by Dr DeVillier and other student doctor's then sent patient to SBA for further assessment, taken by paramedics, family members present as well.	[signature]
10h10	Patient back from SBAH, paramedics and family members reported patient seen and assessed by the doctor, sent them back to Tshwane. Awaiting to be seen by paramedics	[signature]
2017/06/05 10:30	Patient was complaining of [illegible] reported to [illegible] [illegible] and [illegible] [illegible] prescribed [illegible]	[signature]
2017/06/06 10:50	Patient [illegible] [illegible] [illegible]	[signature]
2017/06/06 11:15	Patient [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]	[signature]

SM

LESER MAUTLA

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

DATE/TIME	CARDEX	SIGNATURE
2017/06/06	Patient back from [illegible]	
12h20	[illegible] to be review	[illegible]
2017/06/06	Patient reviewed by doc	
13h00	Burger [illegible] Audiology	[illegible]
2017/06/06	Patient left the [illegible]	
13h05	[illegible] by a [illegible]	
	accompanied by a porter [illegible]	
	[illegible] to Audiology [illegible]	[illegible]
2017/06/06	Patient back from Audiology	
13h15	[illegible]	
	[illegible]	
	be review	[illegible]
15H15	patient seen by doctor [illegible]	
	then discharged with TTO	[illegible]

G.P.-S. 02/02

TPH 3 (b) (81/501111)

PROGRESS NOTE

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

PATIENT	PATIENT'S No.	AGE

Date	Progress note	Investigations and results
6/6/2019	Audiology: TM not visualized, but Ear canal not filled with blood. (P) Mother to phone if problems persists.	A Breed (S65+AUD) STA003127

Tshwane [illegible]
Private Bag x 179, Pro[illegible]
2[illegible] 10

Please turn over

3rn

10/03

81/508181
TPH,62D

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

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

IOSPITAL Rö No.:

LOPEND WALKING ☑ BED VERVOER BED TRANSPORT ☐ DRAAGBAAR STRETCHER ☐
STOEL CHAIR ☑ DOEN IN SAAL DO IN WARD ☐

ION	AFDELING/ WARD	VOORHEEN GERADIOGRAFFEER/ PREVIOUSLY RADIOGRAPHED	JA/ YES	NEE/ NO

VORIGE Rö ONDERSOEK MET DATUMS/PREVIOUS Rö EXAMS WITH DATES

VOLLEDIGE KLINIESE BEVINDINGS EN INDIKASIE VIR AANVRAAG/COMPLETE CLINICAL FINDINGS INDICATIONS FOR REQUEST

MVA

ONDERSOEK AANGEVRA/EXAMINATION REQUESTED

Ikj, Skull, L-Spir

IS PASIENT MOONTLIK SWANGER? IS PATIENT POSSIBLY PREGNANT?	JA/ YES	NEE/ NO	DEPARTEMENTSHOOF HEAD OF DEPARTMENT
VERSLAG/REPORT	JA/ YES	NEE/ NO	PRIVAAT PASIENT : RADIOLOOG PRIVATE PATIENT : RADIOLOGIST

VERWYSENDE GENEESHEER (Drukskrif) REFERRING DOCTOR (Please Print) B.R.Vil

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 NM

(A) (D)

DATUM VAN ONDERSOEK
DATE OF EXAMINATION
STUDENT: VOLLE NAAM/FULL NAME

DEURLIGTINGSTYD/SCREEN TIME
AANTAL BELIGTINGS/ No. OF EXPOSURES X9

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

HOEVEELHEID EN STERKTE/ AMOUNT AND STRENGTH

D

TPH 172
(81/51615)

VOORSKRIF • PRESCRIPTION

-HOSPITAAL / ..... HOSPITAL

AFDELING / WARD .....

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

Pasiëntnommer / Patient's number	Ouderdom / Age	Indeling / Classification

MAU0277 DR NKUSI

Datum / Date	Voorskrif besonderhede / Details of prescription	Hoev. uit. / Qty. issd	Apteker / Pharmacist
2017/6/6	Panado 4 g 10 tds of ekwivalent / or equivalent		Dr. M. Burger MP 0300697 MEDICAR
	Amoxy/Clav 1g tds of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		
08/6/17	(1) Tab Ibuprofen 200mg tds of ekwivalent / or equivalent		
	(2) Tab Panado 1g tds of ekwivalent / or equivalent		
	(3) Tab Flagyl 200mg tds of ekwivalent / or equivalent		
	(4) Tab Bactrim 200mg/1000mg bd of ekwivalent / or equivalent		
	Dr. MOnburi MP 0300697		
	of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		
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	of ekwivalent / or equivalent		
	of ekwivalent / or equivalent		

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 complay of pain back, vomited yesterday and having abdominal pains.

EMERGENCY	
Obstructed airway - not breathing	
Seizure - current	
Burn - Facial/inhalation	
Hypoglyceamia - 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 inury	
Dislocation of large joint	
Fracture - open	
Burn - over 20%	
Burn - electrical	
Burn - circumferential	
Burn - chemical	
Poisoning/overdose	
DKA - glucose > 11 + ketonuria	
Vomiting fresh blood	
Preganancy and abdominal pain	
Severe pain	
URGENT	
Haemorrhage - controlled	
Dislocation of finger/toe	
Fracture - closed	
Burn - other	
Abdominal pain	
Diabetic - glucose > 17	
Vomiting Persistently	
Preganancy 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 - 29cm	
HR		< 41	41 - 50	51 - 100	101 - 110	111 - 129	
SBP	< 71	71 - 80	81 - 100			More than 199	
Temp		Cold or Under 38				Hot or Over 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	< 7	5 - 6	3 - 4	0 - 2	
Triage Nurse	[signature]			Prelim Colour	Green
Triage Doctor				Final Colour	

DOCTOR'S NOTES:
A: MVA with Abdominal pain
B:
C: Abdominal pain
O/E: Headache
Dizziness
Ent Cream

PLAN:
TIME:
DRS NAME: Dr [illegible]
SIGN: [signature]

[illegible] Xmy [illegible]

81/50618
TPH 62D

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

..... HOSPITAAL/HOSPITAL Rö No.: .....

PASIËNT/PATIENT: ..... LOPEND WALKING ☐ BED VERVOER BED TRANSPORT ☐ DRAAGBAAR STRETCHER ☐

HOSP. No.: ..... STOEL CHAIR ☐ DOEN IN SAAL DO IN WARD ☐

GESLAG/ SEX	OUDERDOM/ AGE	INDELING/ CLASSIFICATION	AFDELING/ WARD	VOORHEEN GERADIOGRAFFEER/ PREVIOUSLY RADIOGRAPHED	JA/ YES	NEE/ NO

VORIGE Rö ONDERSOEK MET DATUMS/PREVIOUS Rö EXAMS WITH DATES

VOLLEDIGE KLINIESE BEVINDINGS EN INDIKASIE VIR AANVRAAG/COMPLETE CLINICAL FINDINGS INDICATIONS FOR REQUEST

ONDERSOEK AANGERA/EXAMINATION REQUESTED

(3) X-ray Abdom

IN PASIËNT MOONTLIK SWANGER? IS PATIENT POSSIBLY PREGNANT?	JA/ YES	NEE/ NO X	DEPARTEMENTSHOOF HEAD OF DEPARTMENT
VERSLAG/REPORT	JA/ YES X	NEE/ NO	PRIVAAT PASIËNT: RADIOLOOG PRIVATE PATIENT: RADIOLOGIST

VERWYSENDE GENEESHEER (Drukskrif) REFERRING DOCTOR (Please Print) Dr C Ndubuqi

KONRAK NOMMER/CONTACT NUMBER .....

HANDTEKENING EN DATUM SIGNATURE AND DATE 2017/06/08

VIR DEPARTEMENT RADIOLOGIE/FOR DEPARTMENT OF RADIOLOGY

AANKOMS (A) VERTREK (D) VAN PASIËNT
ARRIVAL (A) DEPARTURE (D) OF PATIENT
RADIOGRAAF/RADIOGRAPHER Tr

(A) 13H35 (D) 13H45

DATUM VAN ONDERSOEK
DATE OF EXAMINATION
STUDENT: VOLLE NAAM/FULL NAME

DEURLIGTINGSTYD/SCREEN TIME
AANTAL BELIGTINGS/No. OF EXPOSURES (2)

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

HOEVEELHEID EN STERKTE/ AMOUNT AND STRENGTH

- cre

2

3pm

07.06.2017

GAUTENG
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

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

EN

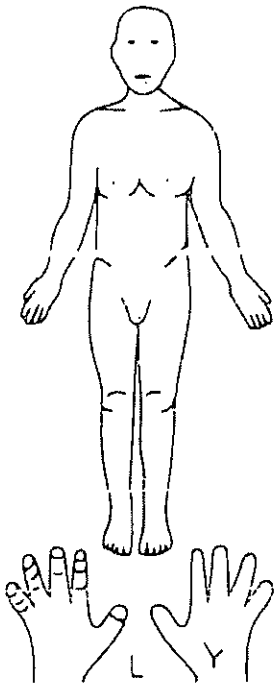
TSHWANE DISTRICT HOSPITAL
Pat ID: MAU0277/2 Class: P(MVA)
Name: MS MAUTLA LESEDI
DOB: 2002/01/25 Sex: FEMALE
DOA 2017/06/06 Ward:
NORMAL H CLASSIFICATION
MAU0277 DR NKUSI

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

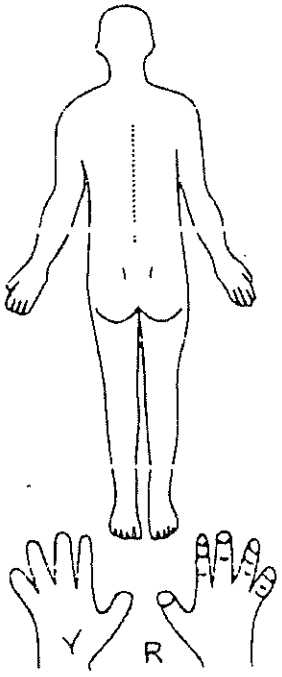
History/Complaints

Vital Data

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



Examination



Special Investigations	Diagnosis / Problems	Treatment / Plan

Referred to:
(dept.)

Signature and Print:
Qualifications:

GAUTENG PROVINCE

ANNEXURE A REGISTRATION/ADMISSION FORM GPF 3

Practice No: 56

Hospital Name

PATIENTS DETAILS

Patient File No:
Patient No.:
ID Number: 2002-01-25
Pass port/ Asylum no:
Date of Birth: 25/01/2002
Surname: MAUTLA Title: MS
First Names: LESEDI DIKELEDI MAUTLA
Marital Status: CHILD
Gender: FEMALE
Race: AFRICAN
Nationality: SOUTH AFRICAN
Citizenship: RSA
Religion: N SOTHO
Residential Address: GERARD MOERDYK STREET PREDENT FLAT 605 SUNNYSIDE PRETORIA
Postal code: 0002
Province: GAUTENG

Postal Address: GERARD MOERDYK STR PREDENT FLAT 605 SUNNYSIDE
Postal code: 0002
Tel/Cell No: 0790676151

Next of Kin
Name: FREDY YOUSEL
Address: GERARD MOERDYK STR PREDENT FLAT 605 SUNNYSIDE
Relationship: BOYFRIEND
Tel/Cell No: 0793187556

EMPLOYMENT DETAILS

Employment Status: Occupation: Employee/Persal No.
Employer Name: CHILD
Address:
Tel No: Fax No:

Income Details

	Weekly	Monthly	Annually
Bread Winner			
Spouse			
Other (assets)			

Number of Dependants:
Hospital Classification

EMERGENCY CONTACT PARTICULARS

Patient brought in by: MOTHER Contact No. 0790676151
Emergency contact person: LEETO MAUTLA Relationship: MOTHER
Address: GERARD MOERDYK STREET SUNNYSIDE
Tel/Cell No: 0790676151

PARTICULARS OF REGISTRATION

Date of Visit
Time
Service Point
First Visit ☐ Follow Up ☐
Referred by: State Department ☐ GP ☐ Hospital ☐ Clinic ☐ Province ☐ Self ☐

PARTICULARS OF ADMISSION

Date of Admission Time
Admitting Doctor
Speciality Unity
Bed Type: GW ☐ ICU ☐ HC ☐ DAY ☐ Chronic ☐
ICD10 Codes
Date of Discharge/Transfer
Reclassification Date From To

2

JM

G.P.-S. 03/09

TPH 107 (81/512212)

STICKER

ST SPEECH THERAPY REFERRAL CARD

A SPEECH THERAPY REFERENCE NUMBER: .....

B PATIENT INFORMATION

1. Name: .....
3. Date .....
5. Gen(.....
7. Addr .....

GT64046285 06/12/2017 PT
MS MAUTLA LESEDI
GERARD MOERDYK STREET (H)0790676151
PREDENT FLAT 605 (W)
SUNNYSIDE 0002
EAU6 8782833 /1 F/25/01/2002(15/10)
HG / /

9. Telephone no: .....
10. Name of family member/caregiver: .....

C DIAGNOSIS

MVA 06/06/2017 - Hearing within normal limits

Other illness: ~~m~~ Sinusitis

Relevant Medication: nasal spray

Precautions: —

D REFERRAL INFORMATION

Date of Referral: 13/09/2017

Reason for referral:

- [ ] Speech-Language Assessment & Treatment
- [x] 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: 06/12/2017
4. Relevant case history: MVA on 06/06/2017
(L) concha laceration (E) hearing
(L) see case hx for detailed info

SPN

GAUTENG PROVINCE
REPUBLIC OF SOUTH AFRICA

STEVE BIKO ACADEMIC HOSPITAL

SPEECH THERAPY AND AUDIOLOGY DEPARTMENT

Enquiries: (012) 354 2723

DIAGNOSTIC AUDIOLOGY ASSESSMENT

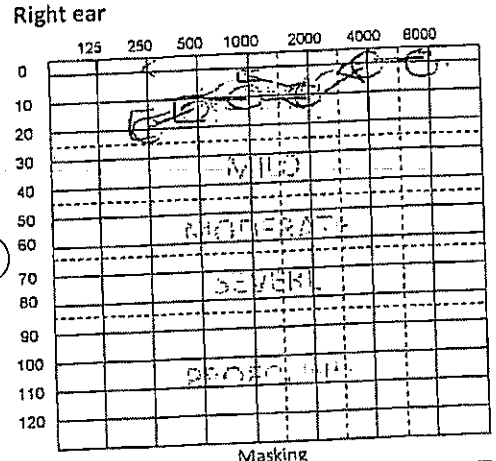
ASSESSMENT: STRUCTURE & FUNCTION

Date: 08/12/17 Time: 9h30

GT64046295 06/12/2017 PT
MS MAUTLA LESEDI (H)0790676151
GERARD MOERDYK STREET (W)
PREDENT FLAT 605
SUNNYSIDE 0002
ERU6 8782833 /1 F/25/01/2002(15/10)
HG /

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

Right ear



Masking

Air							
Air							
Bone		35	30	25			
Bone		50		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

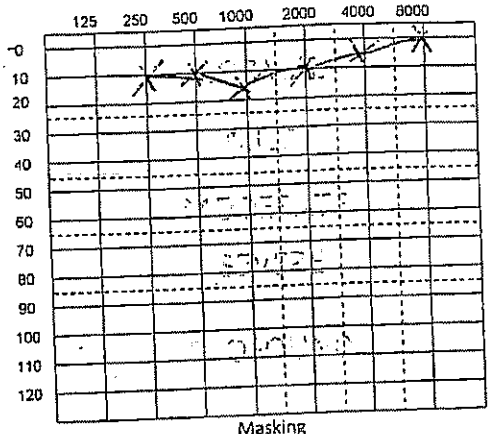
Amplified Thresholds A

TEST RELIABILITY

GOOD	FAIR	POOR

Comments: _____

Left ear



Masking

Air							
Air							
Bone							
Bone							

OTOSCOPIC EXAMINATION

Right ear	[illegible]
Left ear	TM visual TM appears intact.

TYMPANOMETRY

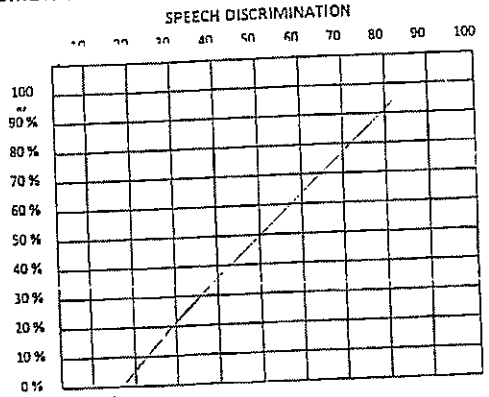
	Right ear	Left ear
Typmpanogram Type	A	A
Middle Ear Pressure	5 daPa	21 daPa
Static Complaince	0.48 ml	0.47 ml
Ear Canal Volume	[illegible] ml	0.06 ml

SPEECH AUDIOMETRY

SUMMARY

	R	L
PTA	11.6	11.6
SRT		
Speech discrim %		
Speech Detection		

SPEECH DISCRIMINATION



Masking

Right										
Left										

ACOUSTIC REFLEXES

Reflex Threshold Right		Frequency	Reflex Threshold Left	
Contra	Ipsi		Contra	Ipsi
	85	500 Hz		85
	85	1kHz		85
	85	2kHz		85
	85	4kHz		85

RECOMMENDATIONS

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

RESULTS

Right Ear: Hearing within normal limits

Left Ear: Hearing within normal limits

COMMENTS

If patient still feels like they are struggling to hear she may be referred for CAPD testing [illegible]

Audiologist: Balaki B

Signature: [signature]

GT64046285 13/09/2017 PT
MS MAUTLA LESEDI
GERARD MOERDYK STREET (H)0790676151
PREDENT FLAT 605 (W)
SUNNYSIDE 0002
ENT6 6672176 /1 F/25/01/2002(15/)
H2 / /

(5)

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: 13-09-17 H. 82
TIME: 07H 00
BP: 96/65
P: 74
W: 44,1kg
Sign: [illegible]

DATE	DIAGNOSIS & TREATMENT	DOCTOR
	# Prev MVA (06/06/17) # Pinna laceration (R) ear @ concha Tinnitus resolved Still ↓ hearing O/E (R) ear: (P) (R) ear: Wax impaction removed (P) TM (P) Audio appointment. T.CB 3/12	

54046285 30/08/2017 PT
MAUTLA LESEDI
RARD MOERDYK STREET (H)0790676151
EDENT FLAT 605 (W)
NNYSIDE 0002
ENT6 8654191 /1 F/25/01/2002(15/7 1

(R)

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

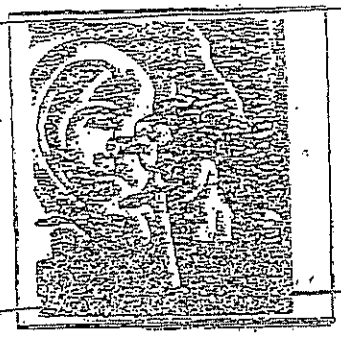
OUTPATIENTS FOLLOW-UP VISITS: Tel. 354 2719
RECORD OF ILLNESS

DATE: 30 08 17 **H. 82**
TIME: 08H55
BP: 101/57
P: 67
W: 45,3 kg
Sign: [illegible]

DATE	DIAGNOSIS & TREATMENT	DOCTOR
	# Prev. MUA (06/06/17) # Pinna lacerations (N) ear @ concha C/o ↓ hearing (N) ear (+) occasional tinnitus. (−) complete loss, (−) vertigo O/E (R) ear: (N) (L) ear: (++) wax tried to remove hard Nose: (P) Throat: Gr II - III tonsils (−) cobble stoning (P) TTO + wax TCB 2/52	lacerations healed over concha

[signature] MBCHB

A



Date: 07-06-17
Time: 8:00
BP 12/71
P 123
W = 43.4 kg
Sign = [illegible]

STEVE BIKO ACADEMIC HOSPITAL / KALAFONG HOSPITAL

1. HISTORY: FIRST CONSULTATION

A. GENERAL ENT PROBLEMS

I. Patient details

F64046285 07/06/2017 PT
S MAUTLA LESEDI
ERARD MOERDYK STREET (H)079067615
REDENT FLAT 605 (W)
UNNYSIDE 0002
ENT6 8549142 /1 F/25/01/2002(15/4)
2 / /

15

aking: Yes / No .....

HIV (status): .....
ICD 10.....

Referral from: (hospital / doctor's name) .....

II. History

1. Referral diagnosis / Problems/Complaints:
- In chronological order according to severity (troubling the patient) – own words

[illegible]

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

[illegible]

2. History of each presenting problem (main complaints/problem) (as above) progress: mode onset progression, treatment, (Why present today) – duration:

[illegible]

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

[illegible]

D

SPN

III. 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, otoscopic) hearing assessment, vestibular system – balance Tm - perforation site, size, dry, wet, middle ear mucosa.

EARS:

L:

PINNA: EAC: T.M.: RINNE: WEBER: SIEGLE:

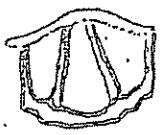
R:

3. Throat ("plastic view" palpation, indirect Laryngoscopy, flexible scope) thyroid depressions, oral cavity, denture, tonsils, palate, pharynx Laryngoscopic findings – vocal cords, mobile, paralysed, redness nodules, cyst, granulation.

NASOPHARYNX:

MOUTH AND OROPHARYNX:

LARYNGOPHARYNX:



GT64046285 06/12/2017 PT
MS MAUTLA LESEDI
GERARD MOERDYK STREET (H)0790676151
PREDENT FLAT 605 (W)
SUNNYSIDE 0002
ENT6 8782829 /1 F/25/01/2002(15/10)
H2 / /

(2)

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

ATIENTS 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]

DATE	DIAGNOSIS & TREATMENT	DOCTOR
06/12/2017	16 yrs Prev MVA 06/06/17 (L) Chancha laceration and since healed well review of repeat audio → (R) hearing Also all complaints from patient OTE: otoscopy (R) (R) stable (P) D/C from clinic. [signature]	

SMS

CORNERSTONE COLLEGE

1ST TERM REPORT 2017

PROUDLY SOUTH AFRICAN

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

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@corncol.co.za
Website: www.cornerstonecollege.org.za

This report is printed without change or erasure.

LEARNING AREA		MARK	RATING * CODE	COMMENT	GRADE AVERAGE
ENGLISH HOME LANGUAGE		61	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

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 1st Term Report dated 30/03/2017

Parent _____ Date _____

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

SRL

PROUDLY SOUTH AFRICAN

CORNERSTONE COLLEGE

2ND TERM REPORT 2017

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@corncol.co.za
Website: www.cornerstonecollege.org.za

NAME: LESEDI MAUTLA

GRADE: 9 C

ADMIN 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

This report is printed without change or erasure.

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	61	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 _____

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

PROUDLY SOUTH AFRICAN

CORNERSTONE COLLEGE

3RD TERM REPORT 2017

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@corncol.co.za
Website: www.cornerstonecollege.org.za

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

This report is printed without change or erasure.

LEARNING AREA	MARK	RATING * CODE	MARK	RATING * CODE	MARK	RATING * CODE	GRADE AVERAGE
ENGLISH HOME LANGUAGE	61	5	68	5	64	5	69
AFRIKAANS 1ST ADD LANGUAGE	40	3	46	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 # L.O. carries only a half-weighting in this average	54 #		54 #		60 #		
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 DETENTIONS: SCHOOL: 27 HOSTEL:

Good academic progress.

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 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

CORNERSTONE COLLEGE

FINAL REPORT 2017

PROUDLY SOUTH AFRICAN

'AME: LESEDI MAUTLA

RADE: 9 C

O: 16286G

ENDER: FEMALE

ATE OF BIRTH: 25/01/2002

OARDER: 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@corncol.co.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
NGLISH HOME LANGUAGE	62	5	68	5	63	5	63	5	68
FRIKAANS 1ST ADD LANGUAGE	40	3	46	3	43	3	46	3	58
ATHEMATICS	47	3	48	3	55	4	40	3	56
S NATURAL SCIENCES	51	4	34	2	54	4	42	3	57
S *BIOLOGY*	60	3	34	2	65	5	45	3	60
S *SCIENCE*	42	4	33	2	43	3	38	2	54
S SOCIAL SCIENCES	54	4	51	4	60	5	47	3	63
S *GEOGRAPHY*	64	5	54	5	64	5	47	3	60
S *HISTORY*	44	3	38	2	56	4	47	3	66
D LIFE ORIENTATION	88	7	88	7	86	7	72	6	78
A CREATIVE ARTS	60	5	60	5	86	7	60	5	66
ECH TECHNOLOGY	51	4	50	4	60	5	58	4	67
MS ECON & MANAGEMENT SCI	49	3	52	4	57	3	51	4	61
EARNER'S AVERAGE # .O. carries only a half-weighting in this average	54#		54#		60#		52 #		
ECTOR READING PROGRAMME	157		177		197		194	WORDS PER MINUTE	

ENERAL 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.

SCHOOL: 39

UMBER OF DAYS ABSENT: 11 DATE: 27/11/2017 DETENTIONS: HOSTEL:

Some of these marks are dangerously low.

DRS HURLIN
RINCIPAL

MRS E WILKINSON
GRADE 9 TUTOR

MRS M CRONJE
REGISTER CLASS TEACHER

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

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CORNERSTONE COLLEGE

1ST TERM REPORT 2018

(F.E.T.)

PROUDLY SOUTH AFRICAN

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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NPC
2000/003322/08
028-832-NPO
530 Morelela St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@corncol.co.za
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!

MRS S HURLIN
PRINCIPAL

Botha

MRS H BOTHA
GRADE 10 TUTOR

Schlünz

MRS A SCHLÜNZ
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

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

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PROUDLY SOUTH AFRICAN

CORNERSTONE COLLEGE

2ND TERM REPORT 2018

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028-832-NPO
530 Mareleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@corncol.co.za
Website: www.cornerstonecollege.org.za

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

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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:

She is in serious danger of failing Grade 10.

MRS S HURLIN
PRINCIPAL

MRS R BOUWER
GRADE 10 TUTOR

Schlünz

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 _____

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

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PROUDLY SOUTH AFRICAN

CORNERSTONE COLLEGE

3RD TERM REPORT 2018

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530 Moreleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@corncol.co.za
Website: www.cornerstonecollege.org.za

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

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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:

She is at risk of failing Grade 10.

Some of these marks are dangerously low!

Schlünz

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 _____

Directors
Mrs. SA Hurlin (Principal)
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Dr. RS Hurlin
PhD Eng (Aero) FRAeS

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FINAL REPORT 2018

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028-832-NPO
530 Moreleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@corncol.co.za
Website: www.cornerstonecollege.org.za

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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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:

Very disappointing.

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

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PROUDLY SOUTH AFRICAN

CORNERSTONE COLLEGE

1ST TERM REPORT 2019

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028-832-NPO
530 Mureleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
Fax (012) 804 9170
E-Mail: admin@corncol.co.za
Website: www.cornerstonecollege.org.za

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:

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

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 _____

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

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CORNERSTONE COLLEGE

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530 Moreletn St
Silverton, Pretoria
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Silverton
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Website: www.cornerstonecollege.org.za

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	56	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
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 2nd Term Report dated 14/06/2019

_____ Parent

_____ Date

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

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CORNERSTONE COLLEGE

3RD TERM REPORT 2019

(F.E.T.)

PROUDLY SOUTH AFRICAN

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028-832-NPO
530 Mercleta St
Silverton, Pretoria
Private Bag X1840
Silverton
0127
Tel (012) 804 8350
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Website: www.cornerstonecollege.org.za

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	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:

She is in danger of failing Grade 11.

MRS S HURLIN
PRINCIPAL

Cronje

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

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

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CORNERSTONE COLLEGE

FINAL REPORT 2019

(F.E.T.)

PROUDLY SOUTH AFRICAN

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
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This report is printed without change or erasure.

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	6	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 #		48 #		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.

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

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	86	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.

PRETORIA CENTRAL
15 DEC 2020
Email: ptacentralschool@gmail.com

Class Educator DP/HOD Principal 15 DEC 2020 Parent

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;

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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

Grade: Grade 12
Class: 12-3

School Reopens: 2021/05/03

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- 0 6
321 Servaas Street, Pretoria
Cell: 072 601 2343
Email: ptacentralschool@gmail.com

Signatures

Class Educator **DP/HOD** **Principal** 06 MAY 2021 **Parent**

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

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@cornecol.co.za
www.cornerstonecollege.org.za

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.

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

Directors
S A Hurlin (Principal)
BA BEd BED (PG)
R S Hurlin
PhD Eng (Aero) FRAeS

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

2

REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF HOME AFFAIRS

SOUTH AFRICAN POLICE SERVICE
2019 -10- 13
SOUTH AFRICAN POLICE SERVICE

BIRTH/GEBOORTE

ID NO. :
ID NR. : 020125 0563 08 1

SURNAME :
VAN : MAUTLA

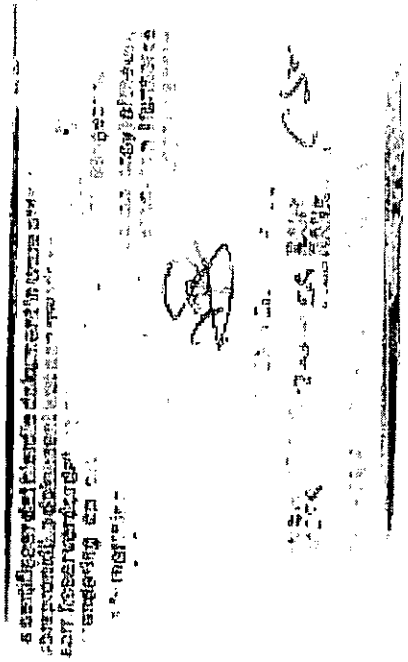
FIRST NAMES :
VOORNAME : LESEDI DIKELEDI

DATE OF BIRTH :
DATUM GEBOORTE : 2002-01-25

SEX :
GESLAG : FEMALE

COUNTRY OF BIRTH :
LAND VAN GEBOORTE : SOUTH AFRICA

DATE ISSUED :
DATUM UITGEREIK : 2002-04-24



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.

L.M

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:

P4917

Police station area where accident occurred Sunnyside CAR 47/06/2017 AR no. 47/06/2017 Form A (1 of 4)

(* COMPLETE IF APPLICABLE)

CAS 174/06/2017

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

TOWN / CITY

*At intersection with (Street/road name/road no Francis Baard & Eastwood

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

and (street/road name/road no)

*Suburb (if in city/town) Arcadia

*City/town name Pretoria

FREEWAY / RURAL

*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 of 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
2. On/off ramp
3. Dual carriageway
4. Single carriageway (two way)
5. One way
8. Other (specify) pavement
9. On-road parking/rank
10. Off-road parking/rank

JUNCTION TYPE:

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

GPS reading: X co-ordinate Y co-ordinate

PARTICULARS OF DRIVER A OR A	DRIVERS/CYCLISTS	PARTICULARS OF DRIVER B OR B
0217409225306088 1	ID type/ ID number/ age	1951011022808612 7
RSA	Country of origin of ID	RSA
NGWENYA	Surname	SOTOUY
Hosiah 1	Full name/ initials other names	Samantha 1
11 Teema street	Residential/home address	35 Brian street
Atteridgeville 0008		Riviera
( ) H W	Telephone number	( ) H W
	Work/contact address	
(072) 0475761 H W	Cellphone/other number	(083) 2861787 H W
1. Asian 2. X Black 3. Coloured	How would you describe the driver?	1. Asian 2. Black 3. Coloured
4. White 98. Other 00. Unknown		4. X White 98. Other 00. Unknown
1. X Male 2. Female 0. Unknown	Gender	1. Male 2. X Female 0. Unknown
1. X DL 2. LL 4046800144 2TN	Driving/Learner Licence number & date of issue (DD/MM/YYYY)	1. DL 2. LL
9. None 03/08/1994		9 None / /
A1 A B C1 C EB	Driving/Learner Licence code	A1 A B X C1 C EB
EC1 EC Other (specify)		EC1 EC Other (specify)
1. Killed 2. X Serious 3. Slight 4. No injury	Severity of injury	1 Killed 2. Serious 3 X Slight 4 No injury
Best care Oshwane district	Ambulance service, driver, case reference number & hospital	
1. Yes 2. No 0 X Unknown	Seatbelt fitted/helmet present	1. Yes 2. No 0. X Unknown
1. Yes 2. No 0 X Unknown	Seatbelt/helmet **definitely** used	1. Yes 2. No 0. X Unknown
1. Yes 2. X No	Liquor/drug use **suspected**	1. Yes 2. X No
1. Yes 2. X No	Liquor/drug use: **evidentiary tested**	1. Yes 2. X No
No Yes X (Write particulars on page 3)	Any passengers/pedestrians?	No X Yes (Write particulars on page 3)

DETAILS OF VEHICLE A OR A	VEHICLES	DETAILS OF VEHICLE B OR B
N S E X W	Travel towards direction	N X S E W
Check if front and back number-plate correspond with licence disc and expiry date of disc: CC94BB GP	Number plate number	YWL 424 GP Check if front and back number plate correspond with licence disc and expiry date of disc
	Licence disc number	4024047B45T1
Silver grey	Colour	Blue
VW	Make	Hyundai
Caravelle	Model (e.g. 280SE, ASTRA)	I 20
NA & NA	*Trailer number plate number	N/A &
1. X Yes 2. No 0 Unknown	Carried passengers for reward? (e.g. bus or taxi)	1. Yes 2. X No 0. Unknown
Mphandele towing 083 470 5212 Aubrey	Breakdown company, telephone number & driver name	Precision Autolego 071 300 4557

PAGE 1

VEHICLE TYPE

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

01. Motor car or station wagon — A: X
02. Combi/minibus — B: 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. Quadru-cycle

...er 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 X 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 X 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 X Tarmac — 4 Dirt

QUALITY OF ROAD SURFACE: (Mark ONE only)

1. X Good — 4. Cracks
2 Bumpy — 5. Corrugated
3 Pothole — 8. Other (specify)

ROAD SURFACE: (Mark ONE only)

1 X 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. X Good — 7. N/A

OBSTRUCTIONS:

1. Accident site — 3. Roadblock — 9. X None
2. Roadworks — 8. Other (specify)

OVERTAKING CONTROL: (Mark ONE only)

1. Barrier line — 2. Road sign — 7. N/A
9. X None

TRAFFIC CONTROL TYPE: (Mark ONE only)

1. X 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. X Yes — 2 No — 7 N/A

CONDITION OF ROAD SIGNS:

1. X Good — 2. Not good — 3. Damaged or missing
7 N/A (specify)

DIRECTION OF ROAD: (Mark ONE only)

1. X Straight — 2. Curving — 3 Sharp curve 90 degree bend

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

A B — A B — A B
1. X X 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 — A B
1. Correct road lane — X X — 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:

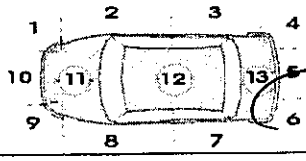
Write the vehicle reference letter (A, B, C, etc.) in the blocks.

A B — 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
07. Overtaking: pass to right — 18 Avoiding object
08. Overtaking: pass to left — 19. Stationary (e.g. waiting in traffic)
09. Travelling straight — A: X — B: X — 20. Parked (e.g. in parking bay)
10. Reversing
11. Sudden start — 98 Other

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 — A B
01. Right front — 11. Bonnet
02. Right mid-front — 12 Roof
03. Right mid-back — 13. Boot
04. Back right — 14. Multiple — X
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 — X — 20. Windscreen/ windows

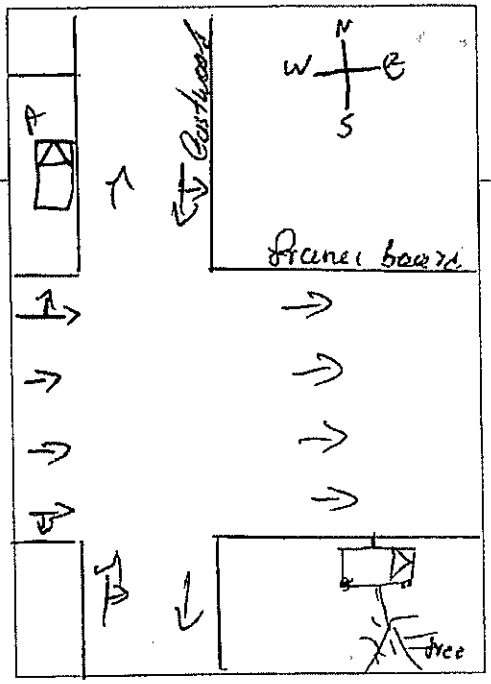


ACCIDENT TYPE:

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. X 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 because bus cut her then she bumped vehicle B. Driver B alleges that he was driving from west to east direction in Prince Edward the robot was green so him to drive then vehicle A bumped at the right rear and the vehicle lost control and bumped the tree

PAGE 2

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.) 5 in vehicle (A, B, etc.) B	Pedestrian (P, Q, etc.)		Passenger number (1, 2, etc.) 6 in vehicle (A, B, etc.) B	Pedestrian (P, Q, etc.)
1011129		ID type/ ID number	1030519	
RSA		Country of origin of ID	RSA	
Tefu		Surname	Mokaube	
Initials KO	Age		Initials LR	Age
59 Bosbols street Quagastand	0183	Home/contact address	26 maimela street	
(012) 3868333	H W	Telephone number	( )	H W
(082) 8539024	H W	Cellphone/other number	(072) 9871144	H W
1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown		How would you describe the person?	1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown	
1. Male 2. Female 0. Unknown		Gender	1. X Male 2. Female 0. Unknown	
1. Killed 2. Serious 3. Slight 4. No injury		Severity of injury	1. Killed 2. Serious 3. Slight 4. No injury	

Ambulance service, driver, case reference number & hospital

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

Passenger number (1, 2, etc.) 7 in vehicle (A, B, etc.) B	Pedestrian (P, Q, etc.)		Passenger number (1, 2, etc.) 8 in vehicle (A, B, etc.) B	Pedestrian (P, Q, etc.)
1010912		ID type/ ID number	1030731	
RSA		Country of origin of ID	RSA	
Selatha		Surname	Malsane	
Initials SS	Age		Initials SL	Age
		Home/contact address	18 Mogathantsane Palafoneheight attendgeville	
( )	H W	Telephone/contact number	( )	H W
( )	H W	Cellphone/other number	(073) 2126788	H W
1. Asian 2. X Black 3. Coloured 4. White 98. Other 00. Unknown		How would you describe the person?	1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown	
1. X Male 2. Female 0. Unknown		Gender	1. Male 2. Female 0. Unknown	
1. Killed 2. Serious 3. Slight 4. No injury		Severity of injury	1. Killed 2. Serious 3. Slight 4. No injury	

Ambulance service, driver, case reference number & hospital

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

SM

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 AN~~D PEDESTRIANS~~

Passenger number (1, 2, etc.) 1 in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)		Passenger number (1, 2, etc.) 2 in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
1020202019 7085		ID type/ ID number	1010717011 5086	
RSA		Country of origin of ID	RSA	
Tayyatswala		Surname	Mautle	
Initials L	Age		Initials P	Age
07 Monou street		Home/contact address	10 Mosetha street	
Atteridgeville	0008		Atteridgeville	
( )	H W	Telephone number	( )	H W
(082) 6794877	H W	Cellphone/other number	( )	H W
1. Asian 2. X Black 3. Coloured		How would you describe the person?	1. Asian 2. Black 3. Coloured	
4. White 98. Other 00. Unknown			4. White 98. Other 00. Unknown	
1. Male 2. Female 0. Unknown		Gender	1. Male 2. X Female 0. Unknown	
1. Killed 2. Serious 3. Slight 4. No injury		Severity of injury	1. Killed 2. Serious 3. Slight 4. No injury	

Ambulance service, driver, case reference number & hospital

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

Passenger number (1, 2, etc.) 3 in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)		Passenger number (1, 2, etc.) 4 in vehicle (A, B, etc.)	Pedestrian (P, Q, etc.)
/		ID type/ ID number	1021024	
RSA		Country of origin of ID	RSA	
Mautla		Surname	Phala	
Initials L D	Age		Initials O D M	Age
Predent flat 605 gerald		Home/contact address	405 devenish gardens legds	
Moedyk sunnyside			and park sunnyside	
( )	H W	Telephone/contact number	( )	H W
(079) 0676151	H W	Cellphone/other number	(072) 3726343	H W
1. Asian 2. X Black 3. Coloured		How would you describe the person?	1. Asian 2. Black 3. Coloured	
4. White 98. Other 00. Unknown			4. White 98. Other 00. Unknown	
1. Male 2. Female 0. Unknown		Gender	1. Male 2. Female 0. Unknown	
1. Killed 2. Serious 3. Slight 4. No injury		Severity of injury	1. Killed 2. Serious 3. Slight 4. No injury	

Ambulance service, driver, case reference number & hospital

1. Yes	2. No	0. X Unknown	Seatbelt fitted/helmet present	1. Yes	2. No	0. X Unknown
1. Yes	2. No	0. X Unknown	Seatbelt/helmet **definitely** used	1. Yes	2. No	0. X Unknown
1. Yes	2. X No		Liquor/drug use **suspected**	1. Yes	2. X No	
1. Yes	2. X No		*Liquor/drug use: **evidentiary tested**	1. Yes	2. X 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.) 9 in vehicle (A, B, etc.) B | Pedestrian (P, Q, etc.)

Passenger number (1, 2, etc.) 10 in vehicle (A, B, etc.) B | Pedestrian (P, Q, etc.)

1021061 3	ID type/ ID number	/
	Country of origin of ID	
RSA seite	Surname	setati
Initials KGRS	Age	Initials L
66 Ishoza street atteridgeville	Home/contact address	3 Sycamore street Chiwelo 1818
( ) H W	Telephone number	( ) H W
(072) 1083431 H W	Cellphone/other number	(072) 0760664 H W
1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown	How would you describe the person?	1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown
1. Male 2. Female 0. Unknown	Gender	1. Male 2. Female 0. Unknown
1. Killed 2. Serious 3. Slight 4. No injury	Severity of injury	1. Killed 2. Serious 3. Slight 4. No 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.) in vehicle (A, B, etc.) B | Pedestrian (P, Q, etc.)

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

/	ID type/ ID number	/
	Country of origin of ID	
Leruli	Surname	Seiti
Initials M	Age	Initials K
	Home/contact address	
( ) H W	Telephone/contact number	( ) H W
( ) H W	Cellphone/other number	( ) H W
1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown	How would you describe the person?	1. Asian 2. Black 3. Coloured 4. White 98. Other 00. Unknown
1. Male 2. Female 0. Unknown	Gender	1. Male 2. Female 0. Unknown
1. Killed 2. Serious 3. Slight 4. No injury	Severity of injury	1. Killed 2. Serious 3. Slight 4. No 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

JM

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 ( )		Cellphone number/ Telephone number	Code ( )	

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: 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. No

Other relevant information (e.g. disabled person, etc) ____

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. No

Other 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. 47/06/2017

SAPS CAS no. 174/06/2017

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) Tshwane Metro Police

Occurrence Book no.

COMPLETED BY: Driver, official, etc. Arrest Const

Initials SS Rank

Surname Mohomseni

Service number 10017772

Date 06/06/2017 Time 15:27

Signature 10017772 S Mohomseni CST

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:

L.M

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.

L.M

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.

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. _____

L.M

Adams & Adams

CESSION AGREEMENT

CESSION AGREEMENT

BETWEEN

ADAMS AND ADAMS

AND

Name: Lesedi Diteledi Mautla

Domicilium: 605 Prudence Flats
125 Gerhard Moerdyk Str
Sunnyside Pretoria

Postal address: As above

Telephone Number: (H) _____

(W) _____

(Cell) _____

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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

L.M

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.C L.M

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.

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

A.T. L.M

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.

JM A.T L.M

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

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

"FA4"

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

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

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"

Road Accident Fund

Email Address: mail@adams.africa
Postal Address:

Contact Number:

Plaintiff Attorney: A Dams & A Dams

Date 12/5/2021

RE:
YOUR REF: MK/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

ROAD ACCIDENT FUND
RECEPTION
2021 -05- 12
STAMP 07
MENLYN

CLAIMS LODGEMENT PRE-ASSESSMENT TEMPLATE – INJURY BENEFITS

Road Accident Fund

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	020125066308/1
Lodgement Officer Signature	BADANI-E				
Lodgement Officer E-Number				Lodgement Office	
Claimant Type	Represented ☒		Unrepresented ☐	Date of Accident	06/06/2017
Claimant Name and Surname	L D Mautla			Contact Number	
Attorney Details	ADAMS & ADAMS			Alternative Contact Number	
Injured/Deceased Name and Surname	L D Mautla			Email address	

1. Products Claimed (Mark with an X)

General Damages	☒	Loss of Earnings	☒	Past Medical Expenses	☒

☒	Identified	☐	Hit and Run

2. Type of injured/ deceased (Mark with an X)

☐	Driver	☒	Passenger	☐	Pedestrian	☐	Cyclist	☐	Motorcyclist

3. Standard Required Documentation - Check standard documents provided (Mark with an X)

X	RAF 1 Form		Any other statements/documents in accordance with section 19(f) (ii)
X	Certified copy of Claimant's ID		Certified copy of Injured/Deceased Identity Document **(if different from Claimant)**
X	Official Accident Report		Docket and sketch plan
X	Consent for RAF to obtain and inspect hospital and medical records in terms of section 19( ) (ii) and 19 (e)(iii)	X	Hospital Records/SMR
	Drivers' Statement **(if injured was the Driver)**	X	Affidavit in terms of Section 19(f)(i)
	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.**
X	Power of Attorney **(if Represented)**	X	Contingency fee agreement **(if Represented)**

ROAD ACCIDENT FUND RECEPTION 2021 -05- 12

Important! Please read the Disclaimer at the end of this form.

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

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

ROAD ACCIDENT FUND
STAMP OF
MENLYN

Road Accident Fund

Important! Please read the Disclaimer at the end of this form.

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.

ROAD ACCIDENT FUND
RECEPTION
2021 -05- 12
STAMP 07
MEARLYN

"FA6"

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 (OAPI) | Cape Verde | Egypt | Ethiopia | Ghana | Kenya | Lesotho | Liberia | Libya | Mozambique (ARIPO) | Namibia | Nigeria | Sierra Leone | São Tomé and Principe | Swaziland | Tanzania (including Zanzibar) | The Gambia | Zimbabwe
Partners Dario Tanziani Johan du Preez Colin MacKenzie Mariëtte du Plessis Samantha Copeling Gérard du Plessis Phil Pia Louis van der Walt Russell Bagnall Simon Brown Grégor Wolter Joseph Goedhals Blain de Villiers Eugene Honey Darren Olivier Nolwazi Gcaba David Scheepers Megan Moerdijk Kelly Thompson Nolo Khechane Janice Galvad Nishi Chetty Lucy Signorelli Steven Yeates Johnny Fiandeiro Jenny Pienaar Danie Dohmen Alexis Apostolidis Bikis Daby Debbie Marriott Lauren Ross Dale Healy Mandy Swanepoel Roelof Grové Nicolette Koch James Davies Nicky Garnett Vishen Pillay Godfrey Budeli Jac Marais Nthabisheng Phaswana Nishan Singh Pieter Visagie Sajidha Gamieldien Thanda Manentsa Dieter Wellhagen Somayya Khan Danie Strachan Werina Griffiths Jani Cronjé Wilhelm Prozesky Nicolette Biggar Jean-Paul Rudd Stephen Hollis Alicia Kabini Alicia van der Walt Wynand Fourie Lita Mili-Qamata Jan-Harm Swanepoel Amina Sulimon Wensel Britz Kim Rampersadh Kareema Shaik Femke Van Dyk Helgard Janse Van Rensburg
Senior Consultants Gavin Kotze
Associates Deborah Manicano Thoréza Davis Udi Pillay Nicole Smalberger Dakala Luvhimbi Kerry Wiers Richard Wiers Jean-Louis La Grange Nicole Haworth Jevonne Le Roux Lisa Van Zuydam Alissa Nayanah Misha Van Niekerk Robyn Müller-Mabuza Shani Van Niekerk Lize-Mari Van Dyk Alicia Heyneke Lavashnee Mariday Donald Makgehle Jameel Hamid Charleen Rupnarain Kagisha Manyashi Ramon Pereira Thombi Khoza Sophia Smallbones Demi Pretorius Thapelo Montong Portia Manzini Mihakazisi Maphumulo Maureen Makoko Michael Lamont Aslam Patel Lebohang Masala Daniel Campbell Esmé Van Rooyen Nolo Gungubele Danielle van Deventer Sisipho Ngoma Jessica-Jade Faint Lethabo Molota Thandeka Mhlongo Mzwakhe Pawa Mia de Jager Monique Schönen Chiraag Maharaj Cohen Grootboom Thembani Nkabinde Gabriela Dzeha Vianca McCall Kineta Iyavoo Kim Erasmus Michael Bullock Raznee Narayanasami Chanel Tewary Courtney Elson Chestin Petersen Whitney Govender-Williams Rebone Dikotla Danielle Robbertze Christine Strauss Mpumelelo Ndiela Njabulo Mazibuko Micaela des Santos Aliza Wilmans Matome Matsheta Darshan Moodley Kelly Mzobe Gadiël Robbertze Tessiyn Francis
Chief Operating Officer Dave Forbes

Level 4 BBBEE Contributor rating

Yours faithfully
ADAMS & ADAMS

N KOCH

REGISTERED LETTER 14/5/2021.
GEREGISTREERDE BRIEF Post Office
(with an insurance option/met 'n versekeringsopsie)

Full tracking and tracing/Volledige volg en spoor

Postage paid R 45.10 c
Service fee/Diensgeld R c
Insurance/Versekering R c
Total/Totaal R 45.10. c

Insured value of contents
Versekerde waarde van inhoud R c

Addressed to/Geadresseer aan
Road Accident Fund
Private bag X 178
Centurion
0046 Postcode Postkode

Enquiries/Navrae
Toll-free number
Tolvry nommer
0800 111 502

Initial of accepting officer
Paraaf van aaneem-beampte

Date stamp
PRETORIA
14 MAY 2021
Datumstempel

701281

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. Optional insurance up to R2 000.00 is available and applies to domestic registered letters only.- NK/ppm/P4917.

Die waarde van die inhoud van hierdie brief is soos aangedui en vergoeding sal nie betaal word vir 'n brief wat sonder voorbehoud 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 en is slegs op binnelandse geregistreerde briewe van toepassing.

REGISTERED LETTER
(with a domestic insurance option)
ShareCall 0800 111 502 www.sapo.co.za
RC466311741ZA
CUSTOMER COPY 301028R
Plate volg-en-spoor-kliëntafskrif

WS

ORIGINAL REGISTERED MAIL SLIP RETURNED:

DATE:	TRACKING NO.:	POST TO:	OFFICE REFERENCE:	RCEIVED BY:	SINGATURE:
11/5/21.	RC466310556ZA	RAF (Menlyn)	DBS/cose/P3994		
"	RC466310542ZA	RAF (Menlyn)	DBS/cose/P3995		
"	RC466310539ZA	RAF (menlyn)	DBS/cose/P4094		
13/5/21.	RC466310560ZA	RAF (Menlyn)	DBS/kwl pnm/P4717.		
"	RC466310573ZA	RAF (Menlyn)	DBS/kwl pnm/P4718		
"	RC466310587ZA	Mes. N.M. Letsoalo	JLCG/cmk/P3458	Tebogo	
17/5/2021.	RC466.311755ZA	ZAF (Menlyn)	DBS/kwl/61/P4068	Bernice	
"	RC466311738ZA	RAF (Centurion)	JPL/TPK/CK/P5249	Cecilia	
"	RC466311769ZA	RAF (centurion)	NK/RW/MNN/P4753	Mpumelelo	
"	RC466311741ZA	RAF (centurion)	NK/ppm/P4917	Palesa	
19/5/2021	RC466311715ZA	RAF (Centurion)	NK/hns/P3835 (1st mvn)		
"	RC466311724ZA	RAF (Centurion)	NK/hns/P3835 (2nd mvn)		
20/5/2021.	RC466311698ZA	Dept of Health, NWP.	NK/cew/ain/P5096	AYANDA	

Management Directive

"FA 7"

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:

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

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 11:05 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)

PATENT, TRADE MARK, COPYRIGHT, DESIGN,
COMMERCIAL, PROPERTY & LITIGATION ATTORNEYS

"FA 8"

Adams & Adams

PRETORIA OFFICE: Lynnwood Bridge, 4 Daventry 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

BY HAND

Our Reference: JPR/ADAMS & ADAMS PERSONAL INJURY DEPARTMENT

Your Reference:

Date: 21 May 2021

To: **The Road Accident Fund**
2 Eco Glades Office Park
420 Witch-Hazel Avenue
Centurion
Pretoria

ROAD ACCIDENT FUND
RECEIVED
21 MAY 2021
STAMP 6
RM (ICT)
ECO GLADES

And to: **Mr P C Letsoalo**
Chief Executive Officer
Road Accident Fund

And to: **Ms T Msibi**
Chair of the Board
Road Accident Fund

Received by: _____

Date: _____

Time: _____

And to: **The Minister of Transport**
Department of Transport
159 Struben Street
Forum Building
Pretoria

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

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 Dario Tanziani Johan du Preez Colin MacKenzie Nelia Hickman Mariëtte du Plessis Samantha Copeling Gérard du Plessis Phil Pla Louis van der Walt Russell Bagnall Simon Brown Grégor Wolter Joseph Goedhals Blain de Villiers André Visser Eugene Honey Darren Olivier Nolwazi Gcaba David Scheepers Megan Moerdijk Kelly Thompson Nolo Khechane Janice Galvad Nishi Chetty Lucy Signorelli Steven Yeates Johnny Flandeira Leander Opperman Jenny Pienaar Danie Dohmen Alexis Apostolidis Bilkis Daby Debbie Marriott Lauren Ross Dale Healy Mandy Swanepoel Roelof Grové Nicolette Koch James Davies Nicky Garnett Vishen Pillay Godfrey Budell Jac Marais Nthabisheng Phaswana Nishan Singh Pieter Visagie Dieter Welthagen Ferdi Myburg Somayya Khan Danie Strachan Werina Griffiths Sajidha Gamieldien Jani Cronjé Wilhelm Prozesky Nicolette Biggar Jean-Paul Rudd Andrew Molver Lindie Serrurier Stephen Hollis Alicia Kabini Alicia van der Walt Andrew Phillips
Senior Consultants Chris Job Craig Forbes Gavin Kotze Ilze Dijkstra
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3pm

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Yours faithfully
ADAMS & ADAMS

JEAN-PAUL RUDD

PATENT, TRADE MARK, COPYRIGHT, DESIGN,
COMMERCIAL, PROPERTY & LITIGATION ATTORNEYS

MINISTER OF TRANSPORT
RECEIVED BY: Oscar
2021 -05- 21
SIGN:
PRETORIA

Adams & Adams

PRETORIA OFFICE: Lynnwood Bridge, 4 Daventry 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

BY HAND

Our Reference: JPR/ADAMS & ADAMS PERSONAL INJURY DEPARTMENT

Your Reference:

Date: 21 May 2021

To: **The Road Accident Fund**
2 Eco Glades Office Park
420 Witch-Hazel Avenue
Centurion
Pretoria

And to: **Mr P C Letsoalo**
Chief Executive Officer
Road Accident Fund

And to: **Ms T Msibi**
Chair of the Board
Road Accident Fund

Received by: _____

Date: _____

Time: _____

And to: **The Minister of Transport**
Department of Transport
159 Struben Street
Forum Building
Pretoria

Dear Sirs

DIRECTIVE: 1/2021 – COMPULSORY INFORMATION TO BE SUBMITTED WHEN LODGING A CLAIM FOR COMPENSATION WITH THE RAF

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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 Dario Tanziani Johan du Preez Colin MacKenzie Nelia Hickman Mariëtte du Plessis Samantha Copeling Gérard du Plessis Phil Pla Louis van der Walt Russell Bagnall Simon Brown Grégor Wolter Joseph Goedhals Blain de Villiers André Visser Eugene Honey Darren Olivier Nolwazi Gcaba David Scheepers Megan Moerdijk Kelly Thompson Nalo Khechane Janice Galvad Nishi Chetty Lucy Signorelli Steven Yeates Johnny Fiandeiro Leander Opperman Jenny Pienaar Danie Dohmen Alexis Apostolidis Bilkis Daby Debbie Marriott Lauren Ross Dale Healy Mandy Swanepoel Roelof Grové Nicolette Koch James Davies Nicky Garnett Vishen Pillay Godfrey Budell Jac Marais Nthabiseng Phaswana Nishan Singh Pieter Visagie Dieter Welthagen Ferdi Myburg Somayya Khan Danie Strachan Werina Griffiths Sajidha Gamieldien Jani Cronjé Wilhelm Prozesky Nicolette Biggar Jean-Paul Rudd Andrew Molver Lindie Serrurier Stephen Hollis Alicia Kabini Alicia van der Walt Andrew Phillips
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PATENT, TRADE MARK, COPYRIGHT, DESIGN,
COMMERCIAL, PROPERTY & LITIGATION ATTORNEYS

Adams & Adams

PRETORIA OFFICE: Lynnwood Bridge, 4 Daventry 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

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

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 (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
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SMH

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ADAMS & ADAMS

pp

JEAN-PAUL RUDD

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

DIRECT +27 12 432 6102
PRIMARY +27 12 432 6000
FAX +27 12 432 6599
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

ATTORNEYS
Patent | Trade Mark | Copyright | Design | Commercial | Property | Litigation
www.adams.africa

Jevonne Le Roux "FA9"

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-Supllier 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.

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"FA 10.1"

Road Accident Fund

External Communication

Subject: **Supplier Claims – Compulsory Supporting Documents for Lodging Claims with the Road Accident Fund**
Date: **Wednesday, 19 May 2021**

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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 lodgement 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 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.

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:

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

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.

3pm

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 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	Represented Supplier ☐ Direct Supplier ☐	Date of Accident	
Supplier Name		Contact Number	
Attorney Details (If represented)		Alternative Contact Number	
Injured/Deceased Name and Surname		Email address	

1. Products Claimed (Mark with an X)

Past Medical Expenses		☐

☐ Identified	☐ Hit and Run

2. Type of injured/ deceased (Mark with an X)

☐	Driver	☐	Passenger	☐	Pedestrian	☐	Cyclist	☐	Motorcyclist

3. Mortality and Duplicate Check

☐	Mortality Check	☐	Duplicate Check	☐	Prescription		

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
		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
	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**

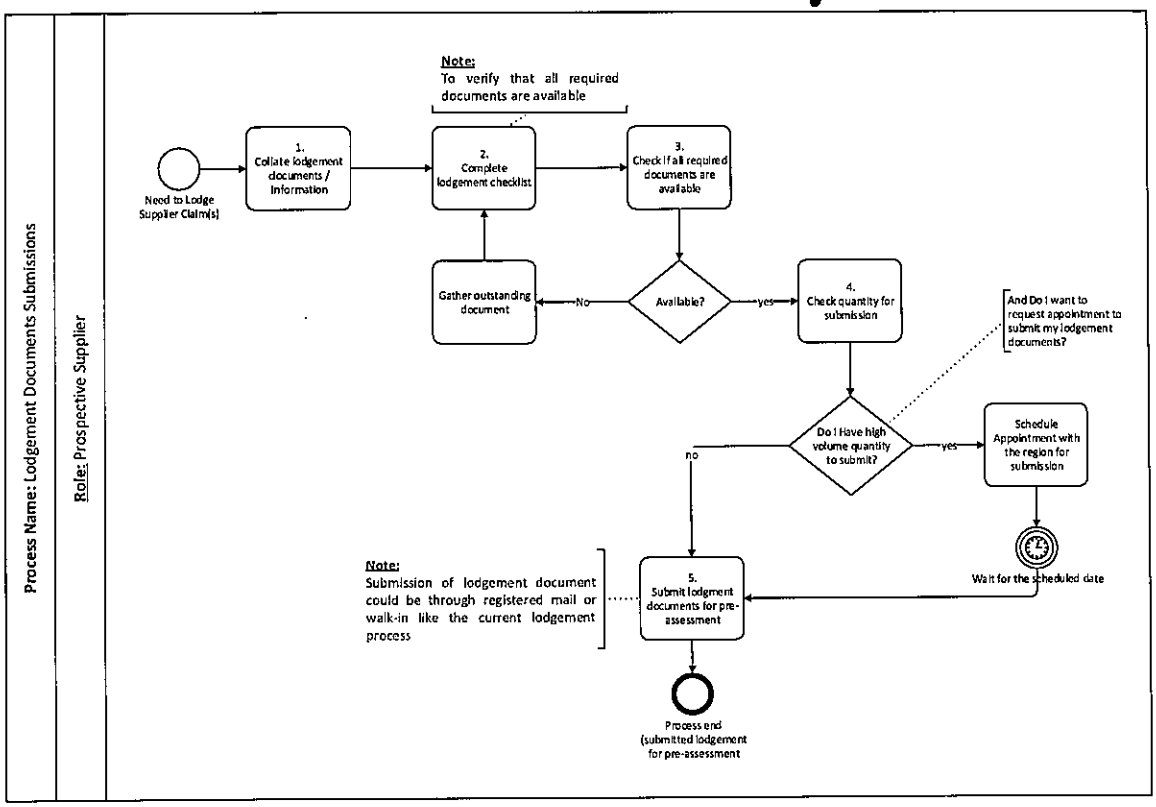
IF THE ANSWER IS "NO" TO ANY OF THE ABOVE, THEN ADVISE CLAIMANT THAT CLAIM CANNOT BE LODGED DUE TO OUTSTANDING INFORMATION AS PER DIRECTIVE.

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.

3M

"FA 11"

Jevonne Le Roux

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 Mdhluli; 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

DIRECT +27 12 432 6102
PRIMARY +27 12 432 6000
FAX +27 12 432 6599

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<image001.jpg>

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

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