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## **EXHIBIT T 30**

**VINCENT GEORGE  
SMITH**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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Your reference: Ms Farhah Khan

Our reference: YOUSHA/3144/YT

Date: 3 August 2020

**THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE CORRUPTION AND FRAUD INCLUDING ORGANS OF STATE  
(ZONDO COMMISSION)**

**ATT: FARRHAH KHAN / MS KB SHABALALA**

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**CC: [brigitte@commissionsc.org.za](mailto:brigitte@commissionsc.org.za)**

Dear Sir/Madam,

**RE: MR VINCENT SMITH**

I refer to your letter dated 17 July 2020 and enclose herewith my client's affidavit and annexures as requested.

Yours faithfully

  
**YOUSHA TAYOB**

IN THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR, INCLUDING  
ORGANS OF STATE

BEFORE HONOURABLE DEPUTY CHIEF JUSTICE ZONDO

AFFIDAVIT

I, the undersigned,


VINCENT GEORGE SMITH

do hereby make oath and state as follows:

1. I am an adult male, pensioner, aged 60.
2. I reside at my primary residence in Honey Hills, Roodepoort, Gauteng.
3. The facts contained in this affidavit are within my own personal knowledge unless otherwise stated or the contrary appears from the context, and are to the best of my belief both true and correct.
4. Where I make submissions of a legal nature, I do so on the advice of my legal representatives, which advice I accept as correct.
5. Between the years 1999 and 2019, the African National Congress deployed me to Parliament to serve as a Member of Parliament ("MP").

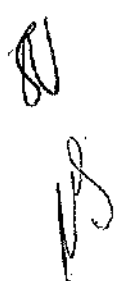
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6. During the 5<sup>th</sup> Parliament (2014 to 2019), having been deployed as an MP, I served as a member in the following parliamentary committees, Committee on Public Accounts, Portfolio Committee on Justice and Correctional Services (alternate member), Committee on Auditor General (Chairperson), Joint Committee on Constitutional Review (Chairperson), Joint Standing Committee on the Financial Management of Parliament, Ad hoc Committee on the Funding of Political Parties (Chairperson), Standing Committee on the Auditor-General (Chairperson).
7. Following media reports that surfaced in September 2018 containing allegations made against me by Mr. Angelo Agrizzi ("Mr Agrizzi"), regarding alleged receipt of unlawful benefits from BOSASA (now known as African Global Operations ("AGO")), I made a request to the parliamentary Chief Whip of the ANC at that time, that I step down from my roles in the various Committees pending the outcome of the Ethics Committee's investigations into the allegations.
8. I made the decision to step down voluntarily, as I did not want all the good work I had done and continued to do with my colleagues in parliament at that time, to be drowned out under these unfortunate allegations. I therefore chose to remove myself from all the roles that could be negatively affected by these allegations.
9. As at the end of the 5<sup>th</sup> parliament no findings had been made against me.



**PURPOSE OF THIS AFFIDAVIT**

10. Evidence implicating me first surfaced in testimony given at the Commission hearings in January 2019. I make this affidavit in response to an invitation from the Chairperson of the Commission dated 17 July 2020. A copy of the letter inviting me to submit this affidavit is attached hereto marked annexure "VGS1". Later in this affidavit, I discuss in detail, the reasons I had not yet responded to the allegations against me.
11. The purpose of this affidavit is four-fold:
- 11.1. Firstly, I outline my understanding of the terms of reference that are applicable to the allegations against me;
- 11.2. Secondly, although this affidavit is filed at this time in compliance with a directive from the Chairperson, considering that I received the first notification in terms of Rule 3.3.6 of the Rules of the Commission ("Rules") in late January 2019, I am advised that it is prudent that I provide the Chairperson with a factual background to give account of how I interacted with the Commission since then, and to the extent necessary, to seek the Chairperson's condonation;
- 11.3. Thirdly, I feel it is necessary that I give the Commission my personal perspective of how and why many of the events that are generally said to be likened to "state capture" came to be part of our socio-political fabric;



11.4. Fourthly, I wish to give my response to the testimonies of Messrs Angelo Agrizzi ("Mr Agrizzi"), Richard Le Roux ("Mr Le Roux"), and Brian Blake ("Mr Blake") as well as put my side of the story before the Commission;

12. I wish to point out from the start, that I know the significance of the Commission's work for the well-being of our young Constitutional Democracy. I am therefore fully committed to being of assistance to the Commission's fulfilment of its mandate. To this end, I am availing myself to assist the Commission as much as is within my control.

**A. RELEVANT TERMS OF REFERENCE**

13. In as far as the evidence implicating me is concerned, I am advised that only the following Terms of Reference ("ToR") are relevant:

**ToR 1.4**

*"whether the President or any member of the present or previous members of his National Executive (including Deputy Ministers) or public official or employee of any state owned entities (SOEs) breached or violated the Constitution or any relevant ethical code or legislation **by facilitating the unlawful awarding of tenders** by SOE's or any organ of state to benefit the Gupta family or any other family, individual or corporate entity doing business with government or any organ of state". (Emphasis added)*

**ToR 1.9**

*"the nature and extent of corruption, if any, in the awarding of contracts and tenders to companies, business entities or organisations by Government*

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*Departments, agencies and entities. In particular, whether any member of the National Executive (including the President), public official, functionary of any organ of state influenced the awarding of tenders to benefit themselves, their families or entities in which they held a personal interest". (Emphasis added)*

**ToR 7.**

"The Commission shall where appropriate, refer any matter for prosecution, further investigation or the convening of a separate enquiry to the appropriate law enforcement agency, government department or regulator regarding the conduct of a certain person/s."

14. I am also advised that the Commission conducts its enquiry only to the limited extent provided for in its Terms of Reference. It is therefore on the basis of this understanding that I give this testimony. To this end it is clear from the ToR that the evidence implicating me should demonstrate, first that I facilitated or influenced the unlawful awarding of tenders; secondly, that if I did, I did so in order to benefit myself, my family or entities in which I hold or held a personal interest.
15. Having regard to the evidence implicating me, before the Commission, my name was mentioned a number of times, giving the unfortunate and inaccurate impression that I was a pivotal player in corrupt practices perpetrated by BOSASA. However, when the evidence is properly considered, what it reveals is that I was merely a primary target of Mr Agrizzi, and that he went to great lengths to procure my patronage, which, contrary to his allegation that I co-

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operated with BOSASA after the meeting in Rivonia, he failed to achieve. From the outset, I emphatically state the following:

- 15.1. Despite my name being mentioned so many times, there is no evidence presented to the Commission pointing to my involvement in any activities where I facilitated the unlawful awarding of tenders for my benefit or the benefit of any other person, family and/or entity;
- 15.2. There is also no evidence pointing to my involvement in influencing the unlawful awarding or maintenance of any tender for my own or family interest, or the interest of any entity where I have an interest.
16. These are the two jurisdictional facts upon which the Commission can exercise jurisdiction over me. A third requirement will be to prove that indeed BOSASA was awarded tenders and contracts unlawfully, as a consequence of my influence or facilitation.
17. While I take accountability for some shortcomings on my part in allowing my relationship with Messrs Watson and Agrizzi to blur the lines (details of which I explain later in this affidavit), I have never facilitated or influenced any unlawful awarding of any tender for myself, any other person, family or entity. I have also never influenced any individual to unduly favour a service provider or prospective service provide to the State, in particular, BOSASA.

**B. BACKGROUND FACTS ON MY INTERACTIONS WITH THE COMMISSION**

18. On 23 January 2019, I received a notice in terms of Rule 3.3 from the Commission's attorneys, Mabunda Incorporated informing me, that a statement and testimony by Mr Agrizzi wherein I am implicated, will serve before the

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Commission, and the notice further set out ways in which the testimony implicated me. A copy of the letter is attached hereto marked annexure "VGS2". The notice was delivered in an arch lever file containing the following relevant documents:

- 18.1. Pages 43 to 45 of Mr Agrizzi's affidavit of 15 January 2019;
  - 18.2. Transcript of day 37 of the Commission's proceedings that took place on 21 January 2019;
  - 18.3. Several documents referred to as annexures in Mr Agrizzi's testimony, paginated in manuscript numbers 1 to 44. However, for unknown reasons, page 2 of the manuscript numbers was not included in the bundle. I must also point out to the Chairperson, that many of the annexed documents were hardly legible, and despite written requests to be provided with legible copies, I have not received a response from the Commission Secretariat in this regard;
  - 18.4. The documents in 17.3 above also included a copy of an affidavit deposed to by Mr. Le Roux on 21 November 2017. For convenience, I attach a copy of the affidavit, marked annexure "VGS3". It is unclear to me under what circumstances the affidavit was deposed to.
19. As I explain later in this affidavit, I obtained other pertinent documents from the Commission's website, from which it is apparent that Mr Agrizzi's sworn written statement was deposed to on 15 January 2019, and his first oral testimony implicating me was given before the Commission on 21 January 2019. It is thus

clear that I only received notification of Mr Agrizzi's testimony after he had given oral evidence at the Commission.

20. On 25 January 2019, my attorney Yousha Tayob sent a letter to the Commission's attorneys, requesting specified information and documents. A copy of the letter is attached hereto marked annexure "VGS4".
21. On 1 February 2019, with no response to the letter annexed as VGS4 forthcoming, my attorney sent a follow up letter to the Commission's attorneys seeking a response to the first letter, and because it had come to my knowledge that Mr Le Roux had given oral testimony implicating me on 31 January 2019, the letter further requested a transcript of Mr Le Roux's evidence, and still there was no response. A copy of the second letter is attached hereto marked annexure "VGS5".
22. On 12 February 2019, a further follow up letter was sent to the Commission's attorneys requesting a reply to the two previous letters. The letter is attached hereto marked "VGS6". No reply was received from the Commission's attorneys.
23. On 15 February 2019, my attorney sent a further follow up letter to the Commission's attorneys requesting that the Commission provides the detailed information requested in the letter of 25 January 2019. The letter is attached hereto marked "VGS7".
24. On 20 February 2019, the Secretariat of the Commission sent a letter to my attorney indicating that all information requested in the letters sent to the

Commission's attorneys is publicly available on the Commission's website, and that I was supposed to have complied with the Rule 3.3 notice within 14 calendar days. A copy of the Secretariat's letter is attached hereto marked annexure "VGS8".

25. At this point I pause to mention that the letter from the Commission' Secretariat was perplexing for at least three reasons: Firstly, the letter came almost a month after the request for information was first made to the Commission's attorneys; Secondly, the Rules and the Commission's practice directives are silent on whether persons such as myself can rely on documents downloaded from the Commission's website, particularly in instances where, such as the present, I seek to formally engage with the processes of the Commission. I had no basis to assume that it is permissible for me to rely on information from the website. Thirdly, the letter completely disregards the fact that several unanswered attempts were made to try and get direction from the Commission's attorneys, afterall, it was the Commission's attorneys who had initiated contact with me.
26. I note from the transcript of the Commission's proceedings, that at the beginning of Mr Agrizzi 's testimony on 21 January 2019, the Chairperson gave a ruling where he granted condonation for the Commission's Legal Team's non-compliance with Rule 3.3 requirement, that implicated persons are to be notified within a reasonable time before a witness gives oral evidence.
27. I therefore do not wish to belabour the point about the negative consequences of not being afforded a reasonable time to consider the evidence implicating me before it was heard at the Commission, save to mention that aspects of the



evidence came as a complete shock to me. I will deal with such aspects in detail later on in this affidavit. In any event, although inadvertently, a significant amount of time has passed since the evidence implicating me was presented, thus giving me time to reflect on its implications.

28. Following receipt of the letter from the Commission Secretariat on 20 February 2019, I, together with my attorney, gathered from the Commission's website, as much additional documents containing evidence implicating me as we could identify. Specifically, the additional documents we gathered were the following:

- 28.1. Mr Agrizzi's full affidavit deposed to on 15 January 2019;
- 28.2. Transcript of Mr Agrizzi's testimony given on 21 January 2019;
- 28.3. Mr Le Roux's affidavit deposed to on 28 January 2019;
- 28.4. Transcript of Mr Le Roux's testimony given on 31 January 2019;
- 28.5. Publicly available video footage of Commission proceedings where Messrs Agrizzi and Le Roux's testimonies implicated me.

29. Having considered Mr Agrizzi's initial evidence (first affidavit, a copy of the transcript of his testimony, and video recorded testimony of the 21 January 2019), it became apparent to me that Mr Agrizzi was required to submit further evidence in supplementation or clarification of his initial evidence. I therefore understood this to mean that part of his evidence at that time was neither clear nor complete in as far as it implicates me.

30. On 28 March 2019, I received another Rule 3.3 Notice from the Commission's attorneys, notifying me of further evidence by Mr Agrizzi wherein I am



implicated. Mr Agrizzi gave further oral testimony on 30 March 2019. I obtained a copy of his sworn supplementary statement from the Commission's website at the beginning of April 2019. It is apparent from the statement that it was deposited to on 26 March 2019.

31. Mr Le Roux also deposed to a supplementary affidavit on 31 March 2019. I obtained a copy of his supplementary affidavit at the beginning of April 2019.
32. During the months of March and April 2019, I became involved in extensive political work for the ANC as part of my responsibilities for the organisation's campaign activities for the May 8 General Elections. This work entailed considerable amount of travelling. As a result, I was not able to put sufficient time into consulting with counsel and preparing my response to the allegations against me.
33. Over the period May to August 2019, although I had already begun preparing my statement through assistance from junior counsel (who had recommended that in addition to his services, I should procure appropriately experienced and more senior counsel), I initially procured the services of one Senior Counsel, who for reasons I cannot explain, did not attend to my matter, and eventually I had to look for another Senior Counsel as I explain later.
34. Meanwhile, on 21 August 2019 the Chairperson issued a Rule 10(6) notice against me, which my attorney fetched from the Secretariat on 26 August 2019, and on 29 August 2019, I was served a search warrant by the Hawks in respect of the allegations made by Mr Agrizzi against me. The Rule 10(6) notice directed me to file my affidavit in answer to Mr Agrizzi's allegations on or before



6 September 2019. Needless to say, considering the implications for me personally, these developments caused me sleepless nights.

35. On 28 August 2019, my attorney sent a letter to the Commission requesting an extension of time for the filing of my affidavit, to 27 September 2019. The request for extension was mainly necessitated by the unavailability of my initially appointed Senior Counsel, which meant I needed to find a new Senior Counsel. A copy of the letter to the Commission is attached hereto marked annexure "VGS9". The Commission never responded to the request for an extension.
36. After consultations with my legal representatives, lead by my newly appointed Senior Counsel, in late September 2019, I was concerned that my willingness to assist the Commission in its work may severely hamstring my Constitutional rights in the pending criminal investigations against me. This necessitated that my attorney writes to the Commission in this regard, to inform the Commission of my concerns, and also request that the Rule 10(6) notice be amended in such a manner as to assure me of my Constitutional right not to self-incriminate. A letter in this regard was sent to the Commission on 3 October 2019, copy of which is attached hereto marked annexure "VGS10". It is unfortunate that the letter was sent after the extended deadline of 27 September 2019, a point for which an apology was extended.
37. On 11 October 2019, the Secretariat responded to the letter, VGS10, acknowledging my concerns, and directing me to make written submissions by 18 October 2019, on why the Commission should not persist with its Rule 10(6)

notice. For convenience, I attach hereto a copy of the Commission letter marked annexure **"VGS11"**.

38. On 18 October 2019, written submissions were delivered to the Commission. A copy of the submissions is attached hereto marked annexure **"VGS12"**.
39. On 12 December 2019, I received a letter from the Commission ostensibly addressed to my daughter Doreen Smith, requesting specified information from her. This letter arrived at a time when my attorney was unavailable due to the December holidays. It was therefore not attended to until early in the new year, 2020. I understood the letter to be meant for me, as I am the public servant implicated in the evidence before the Commission.
40. On 26 February 2020, a letter in response to the Commission's letter of 12 December 2020 was sent to the Commission. The response in essence reluctantly declined the Commission's request, albeit temporarily, on the basis that my daughter had evidentiary privilege in relation to me, and the fact that I was still awaiting the Chairperson's ruling regarding my submissions of 18 October 2019 (right not to self-incriminate). A copy of the letter is attached hereto marked annexure **"VGS13"**.
41. In the following months, I did not hear anything from the Commission, until a new Rule 3.3 notice in respect of the testimony of Mr Blake, addressed to my daughter Doreen Smith, was sent to me on 1 July 2020. In response to the Rule 3.3 notice, my attorney, who also represents my daughter, wrote to the Commission on 6 July 2020, indicating that he is still awaiting a response to his letter of 24 January 2020.

42. On 10 July 2020, my attorney received a notice of set down from the Commission, notifying me that I was scheduled to testify at the Commission on 21 July 2020. This came a shock to me considering everything I explain above. On 13 July 2020, my attorney wrote to the Commission raising concern regarding the notice of set down, and pointing to the fact that as at that point, I had not received the Chairperson's ruling on my written submissions of 18 October 2019. A copy of the letter is attached hereto marked annexure "VGS14".
43. I had barely recovered from the shock, when on 14 July 2020, my attorney received a letter from the Commission dated 23 April 2020. Upon receiving the letter, my attorney called writer thereof, Ms Shabalala, informing them that he had never received the letter. Ms Shabalala indicated that the letter was indeed never sent due to some administrative oversight on their part.
44. On 15 July 2020, my attorney wrote a letter to the Commission confirming the conversation with Ms Shabalala and requesting a new directive from the Commission regarding my appearance before the Commission. A copy of the letter is attached hereto marked annexure "VGS15". In response, on 17 July 2020, the Commission wrote a letter to my attorney, acknowledging the administrative error regarding the letter dated 23 April 2020, and further directing that I file my affidavit on or before 3 August 2020. A copy of the letter is attached hereto marked annexure "VGS16".
45. I therefore respectfully pray that the late delivery of my affidavit be condoned, having regard to the following:



45.1. the factual background I detail above, clearly points to the fact that the delay in delivering my affidavit was not deliberate, or in any manner an act of disrespect to the Commission. I respect the work that the Commission is doing, and I am committed to providing all the assistance I can give.

45.2. I further respectfully submit that it is important that I give my side of the story because it will assist the Commission to arrive at just, fair and reasonable conclusions and findings.

45.3. I further respectfully submit that it will be in the interests of justice that my failure to act within the times prescribed in the Rules be condoned.

45.4. There will be minimal inconvenience to the Commission, and no prejudice to any of the witnesses that implicated me.

**C. FINANCIAL ASSISTANCE BY BUSINESS TO CIVIL SERVANTS AND ACTIVISTS**

46. In order to place my role in the BOSASA story in a proper context, it is necessary that I begin my account by briefly explaining the nature and evolution of the relationship between business and politics in our post 1990 country, my involvement in the politics of our country and some of the functions I have fulfilled in government:

46.1. The year 1990 stands as one of the most significant years in the history of our Country, the year when the then government lifted the ban on political parties and released many political prisoners.

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46.2. This moment in our history meant that multitudes of individuals in exile and prisons would return to their homes and start a process of rebuilding their personal lives first and foremost. This was the case even for political activists who were not physically imprisoned, but had hitherto lived their lives running away and hiding from the police.

46.3. Many business people saw an opportunity (for good or bad motive) to provide financial and other forms of assistance to many of the politicians and social activists who did not have the wherewithal to re-establish their personal lives. The assistance came in the form of motor vehicles, houses, payment of school fees for children, other living expenses, etc. So began this relationship between business generally, government and individuals who are public representatives, that is characterized by inherent conflict. These are generally referred to in political parlance as the patriotic bourgeoisie. The patriotic bourgeoisie also came to the financial and other forms of assistance to many South Africans who were in dire straits. The Watson brothers are legendary as such a class of business people.

46.4. If I could, I would give some examples, but I believe this is likely to result in unfairly bringing other persons' names into the spotlight, and may create unnecessary misconceptions and diversion.

46.5. I became involved in politics at a young age, approximately 19, and since the advent of democracy I have held various leadership positions

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within the structures of the ANC from local to national level. I have held roles ranging from treasury to chairpersonship.

46.6. I became a Member of Parliament in 1999, and have had the privilege of being deployed as such by the successive ANC governments since. As a Member of Parliament, I also had the privilege of serving in many parliamentary committees, some of which I served as the chairperson, such as the Portfolio Committee on Justice and Correctional Services.

46.7. I pause to mention that I have fulfilled my role as Member of Parliament and in particular as member in the various committees with integrity, diligence and dedication.

46.8. It was during the early days post 1990, while working with other comrades re-establishing ANC branches in the greater Johannesburg area, that I first met Mr Gavin Watson ("Mr Watson"). He was already an established businessperson at that time. Mr Agrizzi creates an impression in his testimony, that I was this enigmatic individual that required an entire army of persons to gain access to. Truth is that I had a pre-existing relationship with Mr Watson. So to the extent that I was such an essential part of the BOSASA ploy (as Mr Agrizzi alleges), surely Mr Watson would have phoned me based on our pre-existing relationship, yet he did not.

46.9. During these early interactions, Mr Watson assisted in our community development projects by providing various resources, including





financing. Some of the community development projects where we received Mr Watson's assistance include the:

46.9.1. Ennerdale youth diversion courses and weekend break-aways;

46.9.2. Eldorado Park Youth Empowerment center, which at the time was the first in the area;

46.9.3. Westbury and Newclare anti-gang centers;

46.9.4. Printing of pamphlets and T-shirts; and

46.9.5. Funding for venues for projects and community meetings, including ANC community meetings.

46.10. Also, at a personal level, I received financial assistance from Mr Watson from time to time, long before I was deployed to parliament in 1999. It was therefore not unusual, even after I became a parliamentarian, to call on his assistance as and when I needed to, and this was never in any way a *quid pro quo* exchange. I can only recall two instances when I approached Mr Watson for assistance during the time I was a member of parliament.

46.11. Overtime, Mr Watson indicated that if at any point he is unavailable to attend to my requests, I should contact Mr Agrizzi who will be able to respond. This opened up a line of communication between Mr Agrizzi and I.

46.12. Mr Watson's generally generous nature is well known as evinced by what was said at his recent memorial and funeral services.

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47. Without this context, it is easy to accept Mr Agrizzi's testimony as proof of grand scale corruption on the part of all civil servants that he interacted with. In my case, I can say without any doubt that all instances of asking for and receiving assistance from Messrs Watson or Agrizzi were never ever on the basis that I am expected to facilitate any undue benefit to him and his businesses, and this never happened.

#### **Acquaintance with Mr Agrizzi**

48. As I indicate elsewhere in this affidavit, I assumed the role of Chairperson of the Portfolio Committee on Justice and Correctional Services in 2009. The Portfolio Committee has oversight role over the Department of Correctional Services ("DCS").
49. At the beginning of my tenure, I received numerous requests for meetings from suppliers and various stakeholders of the DCS. There is nothing unusual about this type of attention from stakeholders when a new person assumes office. Initially, I gravitated towards deferring such requests to the DCS. However, as I gained a better appreciation for stakeholder engagement, I began to agree to requests for meetings from a variety of stakeholders.
50. Among the many stakeholders I met regularly while I was Chairperson of the Portfolio Committee are Non-Governmental Organisations such as NICRO and Just Detention, academic institutions that had curricular and programs dealing with rehabilitation of offenders, private sector organisations such as BOSASA and DIDATA to mention some examples. These stakeholders would seek to advise on the need for DCS to employ their services or introduce such services



where DCS did not, and others to make presentations or demonstrations of their services

51. Although lacking in any factual detail, Mr Agrizzi's evidence implicating me, generally implies that after BOSASA's many attempts and the various persons allegedly used to ensnare me, I started co-operating with BOSASA's illicit activities after the meeting at a hotel along Rivonia road. This is untrue. The truth is that just as I had occasion to meet many other stakeholders, I also had occasion to meet with BOSASA, and or its representatives.
52. Therefore, the impression Mr Agrizzi seeks to create, that I was "extremely anti-BOSASA" at the beginning of my tenure with the Portfolio Committee, should be seen for what it is, an exaggeration made with the sole purpose of painting me as having been a part of the BOSASA web of bribes for favours. This is far from the truth. I invite the Commission to request the Portfolio Committee to avail all minutes of meetings I chaired as its chairperson, because in there, my role as an independent and forthright chairperson is apparent. As in all instances I was cautious and wary of stakeholders asking for meetings in order to gain the favour of persons they believed had the necessary influence to champion their services.
53. Mr Agrizzi alleges that at some point there were frequent meetings. I deny this completely.
54. Mr Agrizzi's testimony clearly demonstrates the extent to which he went to have my patronage. I cannot comment on the truthfulness of what he says he did to get my attention, because I simply don't know. Suffice to say, given my

SD  
PS

relationship with Mr Watson, I am baffled that he (Mr Agrizzi) never sought Mr Watson's assistance in this regard.

55. I met Mr Agrizzi for the first time when he, together with Mr Gibson Njenje came to my Parliamentary office unannounced. That first encounter was ill-fated, as I did not appreciate what to me was an ambush of sorts.
56. Subsequent to this first encounter, I met Mr Agrizzi when I would be meeting Mr Watson. It was at one of these meetings that Mr Watson indicated that when he was unavailable he would request Mr Agrizzi to attend to me, and that was the start of my having direct contact with Mr Agrizzi. I hasten to point out that as time passed, the nature of my contacts with Mr Agrizzi were sometimes of a personal nature, and this resulted in the relationship evolving to one where we were very cordial. For instance, at one point I was contemplating taking my eldest son to counselling, and it was through Mr Agrizzi's recommendation that I took my son to a counsellor Mr Agrizzi had worked with previously.
57. In the paragraphs that follow, I answer ad seriatim to Messrs Agrizzi, Le Roux and Blake's affidavits.

**D. AD SERIATIM ANSWER TO MESSRS AGRIZZI, LE ROUX AND BLAKE TESTIMONIES**

Unless I indicate differently, I have formulated my seriatim responses in respect of the affidavit evidence and the corresponding oral evidence in a combined manner, so as to avoid unnecessary duplication of responses.

**AD SERIATIM MR. AGRIZZI AFFIDAVIT OF 15 JANUARY 2019**

SV  
PS



**Ad Paragraphs 24.1 to 24.3**

58. Save to admit that during 2011, I once attended a meeting with Gavin Watson, Seopela and Magagula at a hotel along Rivonia road in Sandton, I deny the remainder of the allegations in this paragraph.
59. The purpose of the meeting was for the BOSASA team to present their profile and some of the work they do for the DCS. There was nothing sinister about the meeting, thus a fellow Portfolio Committee member accompanied me to the meeting. As Mr Agrizzi himself testified, and I say so elsewhere in this affidavit, the first attempt by him to meet with me did not go very well.
60. I have never been in any meeting with Winnie Ngwenya outside of parliament.
61. I had never had any previous discussion with Gavin Watson regarding the working relationship between BOSASA and the DCS. The meeting at the hotel along Rivonia was the first meeting where, I together with Magagula went to hear about BOSASA.
62. I never took part in any discussion or decision that the parliamentary committee would play a part in ensuring that BOSASA is not precluded from further tenders being awarded to it. I, or any member of the Portfolio Committee played no role in the evaluation, adjudication or awarding of tenders, and as such it defies logic and the normal tender processes that I would be party to any such undertaking.
63. Mr Agrizzi alleges that at this meeting it was agreed that in exchange for the Portfolio Committee ensuring that BOSASA is not precluded from being awarded further tenders, I would receive monthly payments of R45 000. This



allegation is false. The meeting never discussed any such issue, and I have never been a recipient of monthly cash payments from Mr Watson, BOSASA or Mr Agrizzi himself.

64. In his oral testimony, Mr Agrizzi alleges that at one point I met with him at the Clear Water Mall to receive one of these alleged monthly payments. That is simply not true. The truth is that I met with both Messrs Watson and Agrizzi at the Clear Water Mall on a social basis on some instances when I was in Johannesburg. These were purely meetings that were a continuation of my relationship with Mr Watson. No exchange of money was ever done at these meetings.

65. I must point out that Mr Agrizzi's testimony does not make sense at all. He testifies that I was initially "extremely anti-BOSASA", which if at all true, would negate the possibility of me turning up at the first meeting with BOSASA, with a fellow Portfolio Committee member, to discuss bribes.

**Ad Paragraph 24.4**

66. I deny the allegations in this paragraph.

67. It is not clear to me what Mr Agrizzi means when he says "he is able to provide details of further meetings relevant to the above". I do not know if any of these further meetings have anything to do with me.

**Ad Paragraph 24.5**

68. I deny the allegations in this paragraph.

SI  
JS



69. I have known Sesinyi Seopela for a long time. I have no reason at all not to trust him, especially in circumstances where I have to decide between him and a newer acquaintance such as Mr Agrizzi.

70. I do not know what Mr Agrizzi means when he says "we then excluded Seopela from all arrangements".

**Ad Paragraph 24.6**

71. I note the allegation in this paragraph.

72. The allegation does not implicate any role on my part, as such, I cannot deny or admit its contents. However, I wish to point out to the Commission that although my full membership and chairpersonship of the Portfolio Committee ceased in 2014, on Mr Agrizzi's version elsewhere in his testimony, I allegedly continued to receive monthly payments, to a point where these alleged payments were increased to R100 000.00, from R45 000.00. This begs the question, what possible common or business sense is there, in me allegedly continuing to receive these payments, and even increased amounts, when on Mr Agrizzi's testimony, this is contrary to their practice of ceasing payments when the recipient ceases to be a member of a relevant committee.

**Ad Paragraph 24.7**

73. I deny the allegations in this paragraph.

74. Zach Modise was appointed the National Commissioner for Correctional Services in 2015, having acted in that role from June 2014, this is after my role as Chairperson and full-time member of the Portfolio Committee had come to



an end, in May 2014. I was therefore unable, legally and morally, to exert any influence on Zach Modise, and I have never intervened or interfered in anyway with his (Zach Modise) functions, nor have I attempted in anyway to unduly influence him as alleged by Mr Agrizzi.

75. From June 2014, my membership of the Portfolio Committee on Justice and Correctional Services ("Portfolio Committee") was as an alternate member. Since that time, I very rarely participated in any Portfolio Committee meetings, as I was a member of a few other committees, and did not have time.
76. I repeat, that I was never a recipient of monthly payments from Messrs Watson, Agrizzi or BOSASA. Any requests for assistance I may have made to Messrs Watson or Agrizzi, were never on a *quid pro quo* basis. Afterall, after I seized being a member of the Portfolio Committee, I had nothing to offer him in return. It makes no sense at all that while I was a chairperson, and ostensibly held some influence, I allegedly received R45 000.00 per month, and then two years after I left the role of chairperson, I would start receiving more than double the amount.

**Ad Paragraph 24.8**

77. Save to admit that following an attempted burglary at my residence in Roodepoort in 2014, I allowed some security upgrades to be installed at my residence, I deny the remainder of the allegations in this paragraph.
78. At the time of the attempted robbery incident, I already had a security system installed at my residence, although inadequate as it turned out, largely because it did not provide me with remote surveillance capability.



79. The attempted burglary also coincided with some death threats I had received at that time. I telephoned Mr Watson (given his businesses' involvement in the security industry) for some advice, and as Mr Agrizzi says in his affidavit, Mr Watson offered to assist me. Subsequent to my chat with Mr Watson, I received a call from Mr Le Roux, and he indicated that he was tasked to conduct a security assessment and quotation. I arranged with Mr Leroux to come to the house when I was present, which he did. Following the assessment, a few weeks later the upgrades were installed.
80. Although I gave Mr Le Roux access to my residence for the purpose of this upgrade, I was not involved in deciding who, how and what make of system is installed.
81. Subsequent to this upgrade, as and when there was some fault with the system, I would call either Messrs Agrizzi or Le Roux.
82. I have no knowledge of any documents Mr Agrizzi alleges to be related to the security upgrades at my residence. The documents provided by the Commission's attorneys are not legible. Through my attorneys, the Commission was notified of the illegibility of the documents, and a request made that legible documents be made available to me. See annexure VGS4 in this regard. I am yet to be furnished with legible documents as requested.

**Ad Paragraphs 24.9 to 24.12**

83. Save to admit that I received two loan payments through the bank account of a company in which I am the sole director, Euroblitz 48 (Pty) Ltd ("Euroblitz"), I deny the remainder of the allegations in this paragraph.

JS

84. Having developed somewhat of a cordial relationship with Mr Agrizzi, I approached him in 2015 to assist with a loan for the payment of my daughter's school fees. When discussing my request, we did not discuss where he would source the funds, and or who would pay them to me. I therefore have no knowledge of any of his references to Gavin Watson and Jacques Van Zyl. The first amount advanced to Euroblitz was R267 667.90 in July 2015.
85. In August 2016 a further payment of R395,076.00 in respect of the loan amount was made into the bank account of Euroblitz.
86. To make it clear, the two amounts paid into Euroblitz were loan amounts that I had discussed and agreed with Mr Agrizzi I would repay when one of my investments matured in 2023.
87. At all times during arrangements for the loan, Mr Agrizzi was aware that Euroblitz 48 (Pty) Ltd was an entity where I am the sole director.
88. In his oral testimony, Mr Agrizzi gives very confusing testimony about the contents of page 271 where a payment allegedly made to Euroblitz on 29 July 2016 is reflected. Pages 102 to 106 of the transcript for Day 37 contains this confusing evidence. The documents I received from the Commission's attorneys did not include this page 271, and therefore I am unable to respond to its contents.
89. Mr Agrizzi further makes a false allegation that there were few payments, which implies more payments than the two he gave testimony on. I am not certain what other several payments he was referring to as no other payments were received from him in this regard.





90. I pause to point out that Mr Agrizzi's testimony in this regard reveals a clear intent on his part, to frame all things that transpired while he was COO of BOSASA into the narrative that BOSASA paid civil servants in exchange for favours. I reiterate, that the Euroblitz transactions were loan arrangements, with no expectation of any illicit favours.
91. The loan arrangement in respect of my daughter' school fees was negotiated and concluded with Mr Agrizzi alone. At no point did I discuss the loan with anyone else.
92. Contrary to what Mr Agrizzi says in his testimony, that he did not know me, and that he had only known me for a few months, the nature of my personal relationship with him had evolved positively since our initial interactions. This is another instance of Mr Agrizzi giving testimony that does not make sense, because in his own testimony elsewhere, after the meeting at the hotel in Rivonia in about 2011, there were regular meetings where he met me.
93. For instance, sometime during 2015 Mr Agrizzi had requested my assistance in finding his son a job, which I was able to assist him with. I happened to know of a vacancy that was being filled at the time, which his son appeared to qualify for, and I pointed him in the right direction. He was interviewed for the job and he was ultimately the preferred candidate. Attached hereto is a copy of a text message I received from his son thanking me for the assistance. The text message is attached as annexure "VGS17". Therefore, Mr Agrizzi's allegation that he does not know me and we did not have a personal relationship is dishonest and false. I hasten to point out that I assisted Mr Agrizzi and his son in this way as I may have assisted any other person I have a cordial





relationship with. This had nothing to do with the alleged BOSASA web of bribes for favours.

94. In September 2018, media allegations regarding monies paid for my daughter's school fees surfaced. These allegations formed the basis of a complaint by a fellow Member of Parliament during the same month. In response, I issued a press statement confirming that loan arrangements had been made with Mr Agrizzi through Euroblitz. Mr Agrizzi testified falsely that I had lied to parliament, when the truth is that I had in fact arranged for the loan with him.

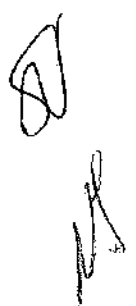
95. While negotiating for the loan assistance, I tendered my shares in the Waterfall Hospital consortium as security for the loan. I never offered to sell my shares as Mr Agrizzi alleges.

96. In retrospect, my shortcoming may be the fact that I never declared the loan itself. I assumed that having declared that I am a director and shareholder in Euroblitz, there was no need to declare specific activities of the company. This assumption was based on what I knew to be the practice among fellow parliamentarians.

**AD SERIATIM MR. AGRIZZI SUPPLEMENTARY AFFIDAVIT OF 26 MARCH 2019**


**Ad Paragraphs 50 to 78**

97. Save to admit that in one instance Messrs Agrizzi and Njenje arrived at Parliament unannounced in an attempt to present BOSASA credentials to me, that I went to meet with them after being alerted of their presence by Mr Frolick, and that I did not receive them positively as Mr Agrizzi describes, I note the remainder of the allegations in these paragraphs.



98. I do not have any knowledge of the efforts BOSASA made to ensnare me as Mr Agrizzi describes, and therefore cannot respond to the allegations. What I find strange however is the fact that I had a relationship with Mr Watson that long preceded my appointment in parliament. If BOSASA sought my patronage in the manner alleged by Mr Agrizzi, it would not have taken much effort from Mr Watson to get my attention.

**Ad Paragraph 79**

99. I deny the allegation in this paragraph.
100. As I indicate elsewhere in this affidavit, I ceased being a fulltime member of the Portfolio Committee in 2014. While I remained an alternate member of the Portfolio Committee, due to the demands put on me by the work load I had in the other Committees I served on, I rarely attended any meetings, and/or activities of the Portfolio Committee. I therefore had no knowledge of what was going on in the Portfolio Committee and the DCS in particular.
101. Mr Agrizzi's oral testimony in this regard is also ambiguous. In his affidavit, he alleges that both myself and Mr Frolick were consulted, which I deny as far as I am concerned, and then he proceeds to say "Cedrick Frolick confirmed this to me personally over the telephone". This ambiguity becomes even more pronounced when the oral testimony and the affidavit are read together.
102. The general impression Mr Agrizzi seeks to create is that he would often make contact with me to check my views on processes BOSASA was involved in with the DCS. This is not true. Outside of normal stakeholder meetings, I have never discussed with anyone regarding processes involving the DCS.
- 

**AD MR AGRIZZI'S ORAL TESTIMONY OF 28 MARCH 2018****Ad Page 67, Lines 2-7**

103. I deny the allegations herein;

104. Mr Agrizzi testified that he had previously testified to my daughter having a vehicle from BOSASA. This is not true, as he only made this allegation for the first time during his testimony on 28 March 2019.



105. The false impression given by Mr Agrizzi is that my daughter owned a vehicle paid for by BOSASA. This is not true, because my daughter made use of a rented vehicle that BOSASA facilitated and paid for on three occasions.

106. On the first occasion my daughter had returned home for school holidays, and after I unsuccessfully tried to get a friend of mine to avail a small car for the time my daughter was on holiday, I then approached either Mr Watson or Mr Agrizzi, I do not recall, for assistance with a loan vehicle.

**AD MR LEROUX'S AFFIDAVITS OF 28 JANUARY 2019 and 30 JUNE 2020****Ad Paragraphs 45 and 46; Paragraphs 80 to 88.4**

107. Save to admit that an upgrade by way of an IP CCTV system was installed at my Roodepoort residence following a robbery incident in 2014, I deny the remainder of the allegations in this paragraph.

108. I have been a member of SCOPA, but I have never been its Chairperson.



109. I deny that 5 technicians worked on my premises for 20 days for 8 hours a day. (almost a month of working days). My recollection is that there was work done for approximately 5 working days.
110. I also dispute the value that Mr Le Roux attaches to the equipment installed at my residence when they did the upgrade. From the time of the upgrades, I requested an invoice for the job they had done from Mr Watson, and despite making this request several times it never came. Regarding the video footage, in December 2017, I eventually asked that the BOSASA equipment be removed, and this was done sometime between December 2017 and January 2018. I do not know anything about the video or the individuals appearing therein, save to acknowledge that the footage appears to show the driveway of my residence.
111. Consequently, in January 2018 I requested Mr Le Roux and two other service providers to get me a quotation for the replacement of the equipment they had installed, and as evinced by the quotation annexed hereto marked annexure "VGS18", the equipment replacement cost of R23 224.08 was significantly less than what Mr Le Roux alleges in his affidavits. This was from the same supplier, Regal Distributors. Eventually, I went with another service provider, Home Front Trading, whom I paid in two instalments in August 2018. Attached herewith are copies of the proof of payment marked "VGS19".

**AD MR BLAKE'S AFFIDAVIT OF 28 NOVEMBER 2019**

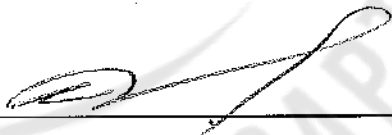
**Ad paragraphs 1 to 6, 9, 10 and 30**

Handwritten signature and initials.

112. Although Mr Blake's testimony does not implicate me directly, I am responding to the testimony on the understanding that, his testimony seeks to corroborate Mr Agrizzi's testimony where he (Mr Agrizzi) alleges that my daughter, Doreen Smith made use of hired vehicles paid for by BOSASA.
113. My response to Mr Blake's testimony is in every respect the same as what I say above in response to Mr Agrizzi's testimony, where it relates to my daughter Doreen Smith's use of hired vehicles.

#### CONCLUSION

114. I submit that the account of my relationship with Messrs Watson and Agrizzi demonstrates that I had a personal, but not a business relationship with them. Agrizzi's allegations implicating me do not meet the jurisdictional facts upon which the Commission would entertain a need to investigate me or to call upon me to appear before it. I am advised that on the basis of the evidence before the Commission a decision should be taken to declare that I am not implicated in the terms required by the Commission's Terms of Reference, and that such a pronouncement be made in the report of the Commission.



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VINCENT GEORGE SMITH





SIGNED before me at Johannesburg on this the 3<sup>rd</sup> day of August 2020, the deponent having sworn that the contents of this affidavit are both true and correct, acknowledged that the deponent knows and understands the contents of this affidavit, that the deponent has no objection to taking the prescribed oath and that the deponent considers the prescribed oath to be binding on the deponent's conscience.

Stallie

Editha Valli  
5th Floor, Elephant House  
107 Market Street  
Johannesburg 2001  
Commissioner of Oaths  
in Office  
Instructing Attorney

COMMISSIONER OF OATHS



*PS.*

**Yousha Tayob**

Yousha/3144

**From:** Brigitte Shabalala <BrigitteS@commissionsc.org.za>  
**Sent:** 17 July 2020 11:41 AM  
**To:** yousha@telkomsa.net  
**Cc:** Farrhah Khan  
**Subject:** RE: MR VINCENT SMITH AD REGULATION 10(6) DIRECTIVE  
**Attachments:** VINCENT SMITH & REG 10.6 17 JULY 2020.pdf

VGS 1

Dear Sir

Find attached a letter from the Commission.

Kind regards  
K.B Shabalala

Acting Secretary



COMMISSION OF INQUIRY INTO STATE CAPTURE | Hillside House, 3<sup>rd</sup> Floor, 17 Empire Road, Parktown,  
Johannesburg, 2193 | Gauteng | South Africa | email: [secretary@commissionsc.org.za](mailto:secretary@commissionsc.org.za) | [www.sastatecapture.org.za](http://www.sastatecapture.org.za) |  
Mobile +27(0)71320 8293





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Johannesburg  
2193  
Tel: (010) 214-0651  
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[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website:  
[www.sastatecapture.org.za](http://www.sastatecapture.org.za)

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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Date: 17 July 2020

Our reference: Ms Farrhah Khan

Email: [farrhahk@commissionsc.org.za](mailto:farrhahk@commissionsc.org.za)

Yousha Tayob Attorneys

Attention Mr Yousha Tayob

First Floor

7 Bonanza Street

Selby

Johannesburg

By Email: [yousha1@telkomsa.net](mailto:yousha1@telkomsa.net)

Dear Sir

**Re: Mr Vincent Smith and the Regulation 10(6) Directive**

1. Your letter dated 15 July 2020 addressed to the Chairperson of the Commission refers.
2. I am directed by the Chairperson to advise you that, given that you only recently received the Commission's letter of 23 April 2020 and on the basis that Mr Vincent Smith now undertakes to furnish the Commission with an affidavit or affirmed declaration subject to the Commission's letter of 23 April 2020,:

- (a) Mr Vincent Smith does not need to appear before the Commission on 21 July 2020 nor does he need to lodge a substantive application for the postponement of his appearance;
- (b) Mr Vincent Smith must deliver his affidavit or affirmed declaration to the Commission on or before 3 August 2020; and
- (c) the Commission will determine another date on which Mr Vincent Smith will appear before the Commission.

Yours sincerely



**MS K B SHABALALA**  
Acting Secretary  
Judicial Commission of Inquiry into Allegations  
of State Capture, Corruption and Fraud in the Public Sector including Organs of  
State

Received by  
Client on  
23/1/19  
# 6pm

ORIGINAL

VGS 2



ATTORNEYS AT LAW

2 Protea Road, Corner Riley, Bedfordview, 2008 Tel: (011) 450 2284/1641 Fax : (011) 450 1566  
PO BOX 61238, Marshalltown, 2107 Email Address: info@mabundalaw.co.za DOCEX 424 JHB

23 January 2019

Mr Vincent Smith  
21 Snipe Street  
Honeyhills  
Roodepoort  
1724

Dear Mr. Vincent Smith

BY HAND

**RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF  
STATE CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE: MR ANGELO AGRIZZI/MR VINCENT  
SMITH**

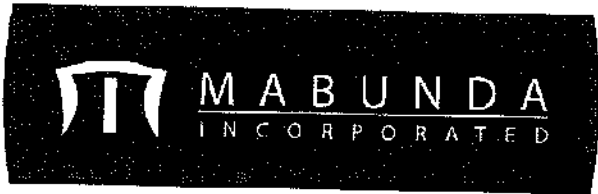
1. We refer to the above matter.
2. We confirm that we are the attorneys of record for the Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector Including Organs of State, ("The Commission").
3. We enclose herewith 1 x lever arch file containing a notice in terms of rule 3.3 of the Commission rules and a statement by Mr. Angelo Agrizzi for your kind attention.
4. We look forward to your co-operation with the Commission.

Yours Faithfully

Director: **Pritzman Busani Mabunda**: B Proc (UDW), LLB (Wits), LLM (Labour Law) UNIN, MPhil (Medical Law and Ethics) (UP),  
Dip. Advanced Banking (RAU), Dip in Criminal Justice and Forensic Auditing (RAU),  
Certificate in Sports Law (UCT), Certificate in Admin & Const Law (UCT).

Assisted by: **Dewald Leonard Viljoen**: B Proc (RAU), LLM (International Law) (UJ); **Sifiso Molongoana**: LLB (UNIZULU),  
LLM (Labour Law) (UNISA); **David Matome Mogale**: B Proc (VISTA).





ATTORNEYS AT LAW

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PO BOX 61238, Marshalltown, 2107 Email Address: info@mabundainc.co.za DOCEX 424 JHB

**Mabunda Incorporated**

A handwritten signature in black ink, appearing to read 'PB Mabunda', is written over a horizontal line.

**MR PB MABUNDA**

Received by:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Director: **Pritzman Busani Mabunda:** B Proc (UDW), LLB (Wits), LLM (Labour Law) UNIN, MPhil (Medical Law and Ethics) (UP),  
Dip. Advanced Banking (RAU), Dip in Criminal Justice and Forensic Auditing (RAU),  
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LLM (Labour Law) (UNISA); **David Matome Mogale:** B Proc (VISTA).



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**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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**NOTICE IN TERMS OF RULE 3.3**

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**TO : MR VINCENT SMITH**

**21 SNIPE STREET,**

**HONEYHILLS,**

**ROODEPOORT, 1724**

**Email : [vingeos@icloud.com](mailto:vingeos@icloud.com)**

**Tel: 083 286 3006**

**IN TERMS OF RULE 3.3 OF THE RULES OF THE JUDICIAL COMMISSION OF  
INQUIRY INTO ALLEGATIONS OF STATE CAPTURE, CORRUPTION, AND**

**FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE ("THE COMMISSION"), YOU ARE HEREBY GIVEN NOTICE THAT:**

- 1 On the 16<sup>th</sup> of January 2019, the Commission's Legal Team presented the evidence of Mr Angelo Agrizzi ("Mr Agrizzi") at its hearing held at 4<sup>th</sup> Floor, Hill on Empire, 16 Empire Road, Parktown, Johannesburg.
- 2 The evidence was presented prior to you having been given notice as envisaged in Rule 3.3 of the Rules of the Commission due to matters that were explained in public prior to the witness' testimony which matters related to, *inter alia*, security matters pertaining to the witness. The Chairperson of the Commission permitted the leading of that evidence.
- 3 The evidence contained in the statement of the witness implicates you or may implicate you in unlawful, illegal or improper conduct in the respects set out below.
- 4 Due to the fact that you were implicated by the evidence of Mr Agrizzi on 21 January 2019 you are entitled to download his transcribed evidence from the Commission's website. You are also entitled to be assisted by a legal representative of your choice.
- 5 The allegations set out in the evidence of Mr Agrizzi implicate or may implicate you in the following respects: He alleges, *inter alia*, that :
  - 5.1 You , together with other members of Parliament and also members of the Standing Committee on Correctional Services ( Mr Magagula and Ms Winnie Ngwenya) attended a meeting at a hotel on Rivonia Road, Johannesburg during 2011 with Mr Gavin Watson and Mr Seopela.
  - 5.2 During the meeting it was decided that you and the two other members of Parliament mentioned above would ensure at the parliamentary committee meetings, that the negative media coverage against Bosasa would not preclude

*further tenders being awarded to Bosasa. In return you received monthly payments in cash.*

- 5.3 *You received a monthly payment in the amount of R45 000.00.*
- 5.4 *During 2016, the above amount was increased to R100 000.00 per month. These payments were made to you by Mr Gavin Watson and sometimes by the witness.*
- 5.5 *You held regular meetings with Mr Gavin Watson where you briefed him about the activities within the Department.*
- 5.6 *You also put pressure to bear on Mr Zach Modise when he was appointed as the National Commissioner of Correctional Services to ensure a favourable attitude towards Bosasa.*
- 5.7 *When a crime incident occurred at your home in Roodepoort Mr Gavin Watson offered to instal a security system and a camera system at your house. Later gate motors, electrical fencing and perimeter control were paid for in cash and installed at your house by Sondolo IT ( Pty) Ltd.*
- 5.8 *On the instructions of Mr Gavin Watson , Mr Jacques Van Zyl paid cash at First National Bank into an account called Euroblitz and was a payment for your daughters Univesrity fees at Aberswyth University.*
- 5.9 *The following year a similar payment was made into the account held by Euroblitz ( Pty) Ltd , a company in which you had an interest.*
- 5.10 *When the matter was raised in Parliament, you, misled Parliament by falsely stating that the witness had advanced a loan to you.*

5.11 *At some stage you requested a loan from the witness and you offered to sell to him your shares in a hospital at Waterfall Estate. The witness refused.*

6 The evidence of Mr Agrizzi which implicates or may implicate you in the above allegations is set out in paragraph 24 at pages 43 to 45 of his statement. Attached to this Notice are the following documents :

6.1 **Annexure "H" referred to in paragraph 24.9 of Mr Agrizzi's statement reflecting a payment made by Mr Jacques van Zyl into Aberystwyth University is attached hereto as 'H' (AA 270 – AA277).**

6.2 **Affidavit of Mr Richard Le Roux together with statements and invoices.**

6.3 **File Payments into Euroblitz ( Pty ) Ltd : Mr Vincent Smith**

6.4 **Portions of the statement of Mr Agrizzi relevant to you( AA 043- AA 045)**

6.5 **Transcript of the evidence of Mr Agrizzi on 21 January 2019**

7 If you wish to:

7.1 give evidence yourself;

7.2 call any witness to give evidence on your behalf; or

7.3 cross-examine the witness

then you must apply, within fourteen (14) calendar days of this notice, in writing to the Commission for leave to do so.

8 An application referred to in paragraph 7 above must be submitted to the Secretary of the Commission. The application must be submitted with a statement from you in which you respond to the witness's statement in so far as it implicates you. The statement must



identify what parts of the witness statement are disputed or denied and the grounds on which they are disputed or denied.

- 9 In the event that you believe that you have not been given a reasonable time from the issuance of this notice to the date on which the witness is to give evidence as set out above and you are prejudiced thereby, you may apply to the Commission in writing for such order that will ensure that you are not seriously prejudiced.
- 10 The witness statement and annexures thereto provided to you, are confidential. Your attention is drawn to Regulations 11(3) and 12(2)(c) governing the Commission, which make it a criminal offence for anyone to disseminate or publish, without the written permission of the Chairperson, any document (which includes witnesses' statements) submitted to the Commission by any person in connection with the Commission's inquiry.

**DATED at PARKTOWN on this 23<sup>rd</sup> day of JANUARY 2019.**



**Mr P PEDLAR**

**Acting Secretary**

**Judicial Commission of Inquiry into Allegations of  
State Capture, Corruption and Fraud  
in the Public Sector including Organs of State**

**DOCUMENTS ATTACHED TO THE NOTICE IN TERMS OF RULE 3.3 OF**  
**MR VINCENT SMITH**

<u>INDEX</u>		
<u>NO.</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
1	Annexure "H"	1 – 8
2	Statement and invoices from Richard le Roux	9 – 26
3	File payments Vincent Smith	27 – 44
4	Extract from Mr A Agrizzi's statement	AA043 – AA045
5	Transcript 21/1/2019	142 pages



Affidavit

Richard Le Roux

Affidavit of Mr. Richard Le Roux  
ID 711004 5382 082

9  
VGS 3.

Instructions to make an affidavit by Gavin Watson and  
Lindsay Watson on the 20<sup>th</sup> and 21<sup>st</sup> of November 2017

My full names are Richard Le Roux, a white male aged 46,  
employed at the Bosasa Group on Special Projects, resident at  
House No 22 Summerfield Village at Luipaardsvlie.

The statements made are factual, substantiated by records and  
copies of invoices and receipts. This affidavit is completed of my  
own accord, and not under duress, and is a clear and concise  
reflection of the truth.

1

I have been employed by the Bosasa Group of Companies since  
March 2002 until I went overseas in 2006, my responsibilities was  
that of a technical support coordinator, reporting to Retief Van der  
Merwe and Trevor Mathenjwa.

2

In 2008, I returned to Bosasa to assume my responsibilities again  
as a Regional Technical Coordinator. I was asked to return after a  
call from the Chief Operations Officer. Part of my responsibilities  
were to attend to the opening and closing of the office park, as well  
as tend to the livestock on the park.

3

I have always been exceptional in the performance in my duties,  
and have never been counselled or disciplined in any way, I have  
always had the respect of my management and team.

10

Affidavit

Richard Le Roux

4

Part of my duties are the implementation of what was called "Special Projects" these projects included the purchase and installation of Closed Circuit Tele Vision systems CCTV systems for high profile associates of Gavin Watson as well as the Directorate.

5

My family members work at Bosasa / African Global Operations in various positions and are well thought of.

6

My family resides at the Company owned premises since 2012, after Gavin Watson insisted I vacate the smallholding I was residing at and move to the office park accommodation as it suited him for me to attend to the wildlife, and to keep an eye on the park. I was entrusted to open and close the offices on a daily basis.

7

On the 7<sup>th</sup> or 8<sup>th</sup> November 2017, Gavin Watson called me and asked me where my loyalties were, he threatened me that my family worked at Bosasa and I needed to be careful, I asked him what I did wrong, he didn't say, he just re-iterated that I should watch where my loyalties were. I reiterated that I was loyal to the group, Johan Abrie the Human Resources manager then called me to reiterate what Gavin Watson had to say. This all had to do with a Facebook comment I had made on Angelo Agrizzi's page in innocence.

8

Last night the 20<sup>th</sup> November 2017, at exactly 18:18, Gavin Watson called me and instructed me to go to Lindsay Watson first thing in the morning and do an affidavit stating that Angelo Agrizzi instructed me to do the Special Project that has been done to date, that everything was done under his instruction.

I said I don't want to get in between arguments and it would be incorrect and untruthful to say that Angelo Agrizzi had instructed

Br  
[Signature]



Affidavit

Richard Le Roux

me to do the special projects. This was not the truth, I had been primarily instructed by Gavin Watson and other Directorate to attend to them as follows.

At 19:14 I received a missed call from Lindsay Watson as per the phone records attached hereto, I tried to return a call.

On the 21<sup>st</sup> November 2017, at 06:36 I called Lindsay Watson the call was not answered.

At 06:45, I called her again and she answered, she said I have to come see her to do an affidavit.

8

I said to Lindsay Watson I am not comfortable doing an affidavit on the premise that it was an instruction from Angelo Agrizzi, wherein fact the instructions where from Gavin Watson and others directly and indirectly. Lindsay Watson stated that Bosasa and Gavin pays my salary, and I had to comply.

9

I explained that I couldn't lie in an affidavit, and would be consulting legal advice, she told me to get someone good, the choice is mine.

10

The facts of the matter are as follows;

- In 2013, Gavin Watson asked that I attend to the premises of Ms. Nomvula Mokonyane, whilst Angelo Agrizzi and Gavin Watson were at the premises. I was instructed by Gavin Watson to sort out the Electric Fence, the Generator, the CCTV systems, gate motor and other incidentals such as the pool, the distribution of electricity and lighting on the premises. I also attended to a garden clean up. Since 2013 we have continued services at Bosasa expense, these expenses would be paid for in cash, authorized by Joe Gumede and paid by Jacques Van Zyl in cash. Gavin Watson was fully aware as he was the person who wanted the work done.



12

Affidavit

Richard Le Roux

11

- Papa Leshabane instructed me to do Gwede Mantashe residences, these were the following;
  - Boksburg, Sunward Park House - CCTV - 9 Cameras, Lighting Perimeter, DVR
  - Elliot, Eastern Cape - Farm - CCTV - IP System, Lighting
  - Kala, rural Eastern Cape - House - CCTV - IP System, Lighting
  - Value of all R300,000

12

- Trevor Mathenjwa and Gavin Watson instructed me to attend to the Richards-bay residence of Ms. Dudu Myeni, whilst we were doing the installation there was a robbery, and a quite a few items were stolen. We had to cover up the fact that we were independent contractors. We installed a full Offsite Monitoring CCTV system IP Based cameras, Electric Fencing, Full IP Alarm with beams - Value R250,000 paid for by Bosasa

13

- Richmond Mti - instruction given by Angelo Agrizzi, with knowledge of Gavin Watson who called me whilst onsite, so he would've known or instructed it to be done
  - Greenbushes Plot, Eastern Cape - 4km's Full 21 strand electric fence, perimeter safety lighting
  - Colchester, Eastern Cape - Full electric fence, Perimeter Lighting - Repair alarm systems
  - Total Value - R 350,000

13

Affidavit

Richard Le Roux

14

- Vincent Smith - SCOPA Chairman - Instructed by Gavin Watson - Angelo Agrizzi followed up
  - Roodepoort Residence - Electric Fencing, IP CCTV system
  - Total Value R200,000

15

- Thabang Makgwetla - Deputy Minister - Gavin Watson instructed to keep confidential
  - Full electric fence, alarm system new, IP CCTV Camera system, Cathexis Server, Offsite Monitoring capabilities
  - Total Value R350,000

16

- Syvion Dhlamini requested that we do a security analysis and installation for a certain Mr. Mbulelo at Randburg, who was heading the procurement for PRASA, we installed the following;
  - Alarm System, as well as a full CCTV IP Based system, with OFF Site Monitoring
  - Total Value R150,000

17

I can attest hereto that all the aforementioned systems were paid for by the Bosasa Group, accounts would be opened as cash accounts, and I would receive the cash from Jacques Van Zyl and Angelo Agrizzi as the company did not want to reflect it on the books.

PR

Affidavit

Richard Le Roux

14

18

The affidavit is as a result of me and my family being threatened by Mr. Watson and the Directorate, and to provide the truth regarding the incidents and the accusations levelled against me are both ludicrous and unsubstantiated.

19

In order to protect my livelihood and for fear of reprisal from the Directorate and Watson, I might be forced to make a statement under duress, I would like this affidavit to supersede the affidavit given to Bosasa as the correct version without duress.

The statement given to Lindsay Watson will be merely to cease the pressure they are putting me and my family under.

1. PROOF OF STATEMENT AS REQUESTED BY WATSONS
2. PROOF OF PHONE CALLS REGISTER
3. PROOF OF CALL GAVIN WATSON
4. REVOKED STATEMENT RICHARD LE ROUX - WITNESSED

BR

15

Affidavit

Richard Le Roux

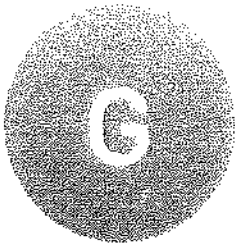
Vodacom

08:55



Recents

Edit



Gavin Watson



message



call



video

Yesterday

18:18

Incoming Call

2 minutes

mobile

(062) 800-0923

FaceTime

Send Message

Share Contact



Share



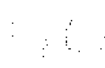
Share



Share



Share




Share

PR





16

Affidavit

Richard Le Roux

 Vodacom

08:55

All

Missed


Edit

Recents

- +27 (11) 662-6000


South Africa

08/14


- Wife


mobile

07/21


- Johan Abrie (3)


mobile

07/05


- Lindsay Watson (2)


other

06/15


- Razor (2)


home

Yesterday


- Lindsay Watson


other

Yesterday


- Enrico Wait Sondolo


home

Yesterday


- Emmanuel Life Style

mobile

Yesterday



 Phone

 Messages

 App Store

 Camera

 Photos

 Videos

 Music

 Settings

 Spotlight

 Safari





17

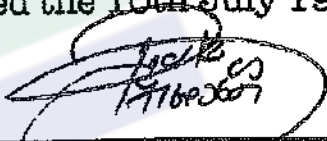
Affidavit

Richard Le Roux

  
Signed by Richard Le Roux

21<sup>st</sup> November 2017 at Krugersdorp, Gauteng South Africa

- SIGNED and SWORN/AFFIRMED to before me at Douglasdale day 21<sup>st</sup> of November 2017, the Deponent having acknowledged that she knows and understands the contents of this Affidavit, which is deposed to in accordance with the regulations governing the administration of an oath as more fully set out in Government Notice R 1258 of the 21st July 1972, as amended by Government Notice 1648 dated the 19th of August 1977 and Government Notice 903 dated the 10th July 1998.

  
COMMISSIONER OF OATHS

FULL NAMES: Mr. Frans Bone  
STATUS: Consultant  
STREET ADDRESS: Mr. Frans Bone

  
COMMISSIONER  
OF OATHS

FULL NAMES: Mr. Frans Bone  
STATUS: CE  
STREET ADDRESS: Mr. Frans Bone

SOUTH AFRICAN POLICE SERVICES  
CLIENT SERVICE CENTRE  
DOUGLASDALE  
21 NOV 2017  
DOUGLASDALE  
SOUTH AFRICAN POLICE SERVICES

Thompson submachine gun - 2000

18

ELVIS

BRANCH	INVOICE
ISSUED FROM	
ISSUED TO	
DETAILS	
REMARKS	



19

ELVE

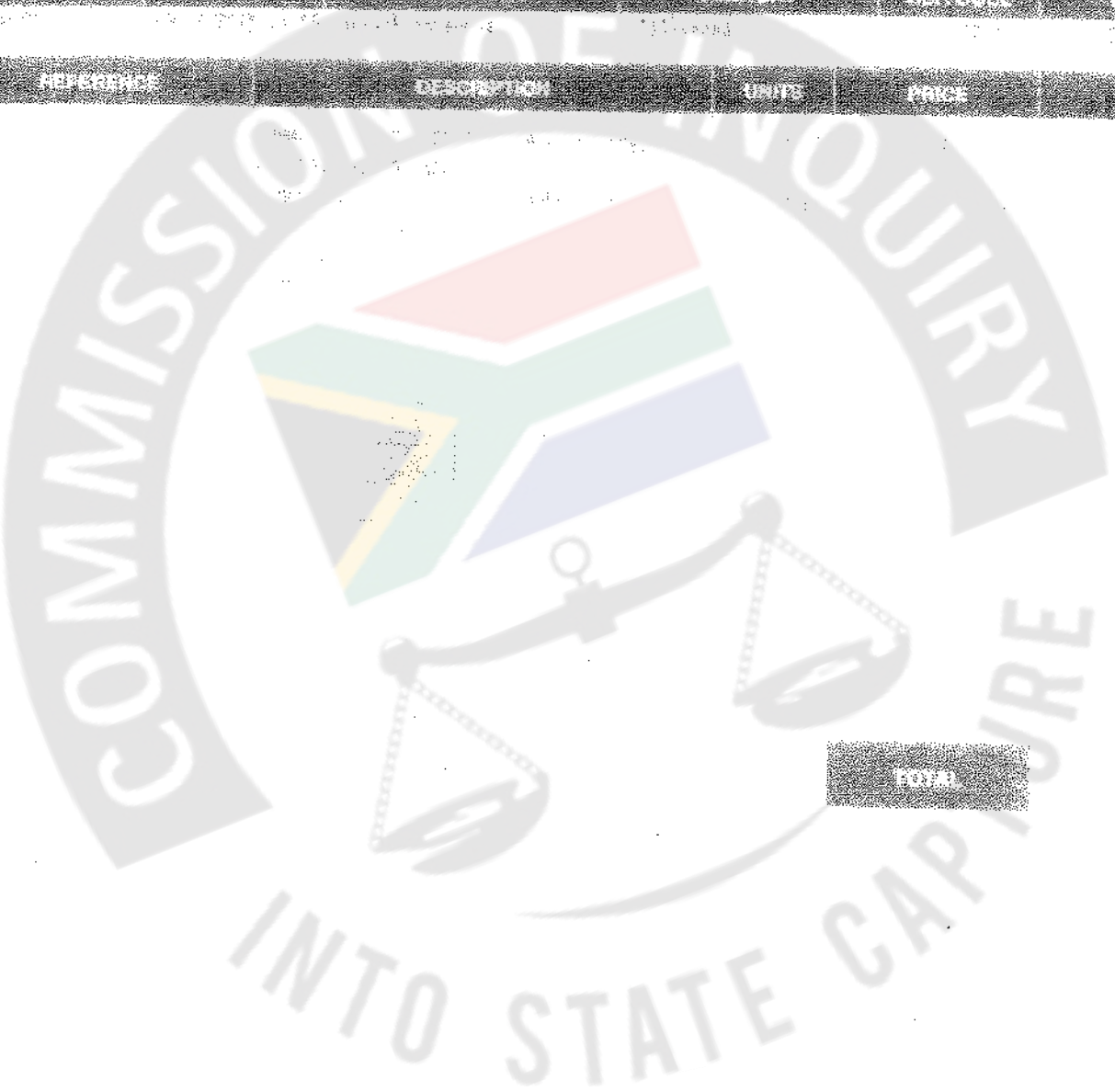
Justifying  
the process



20  
TAX INVOICE

RE  
VAT REG NO.

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	REF CODE	OUR REF
REFERENCE	DESCRIPTION	UNITS	PRICE		AMOUNT



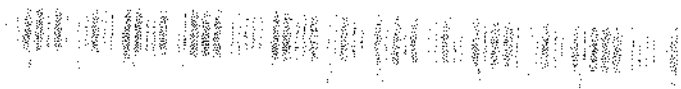
TOTAL





22

TAX INVOICE



Part

HE

VAT REG NO.

ACCOUNT NO	DATE	ORDER NO.	DELIVERY	REF CODE	OUR REF
REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT	



TOTAL

23

TAX INVOICE

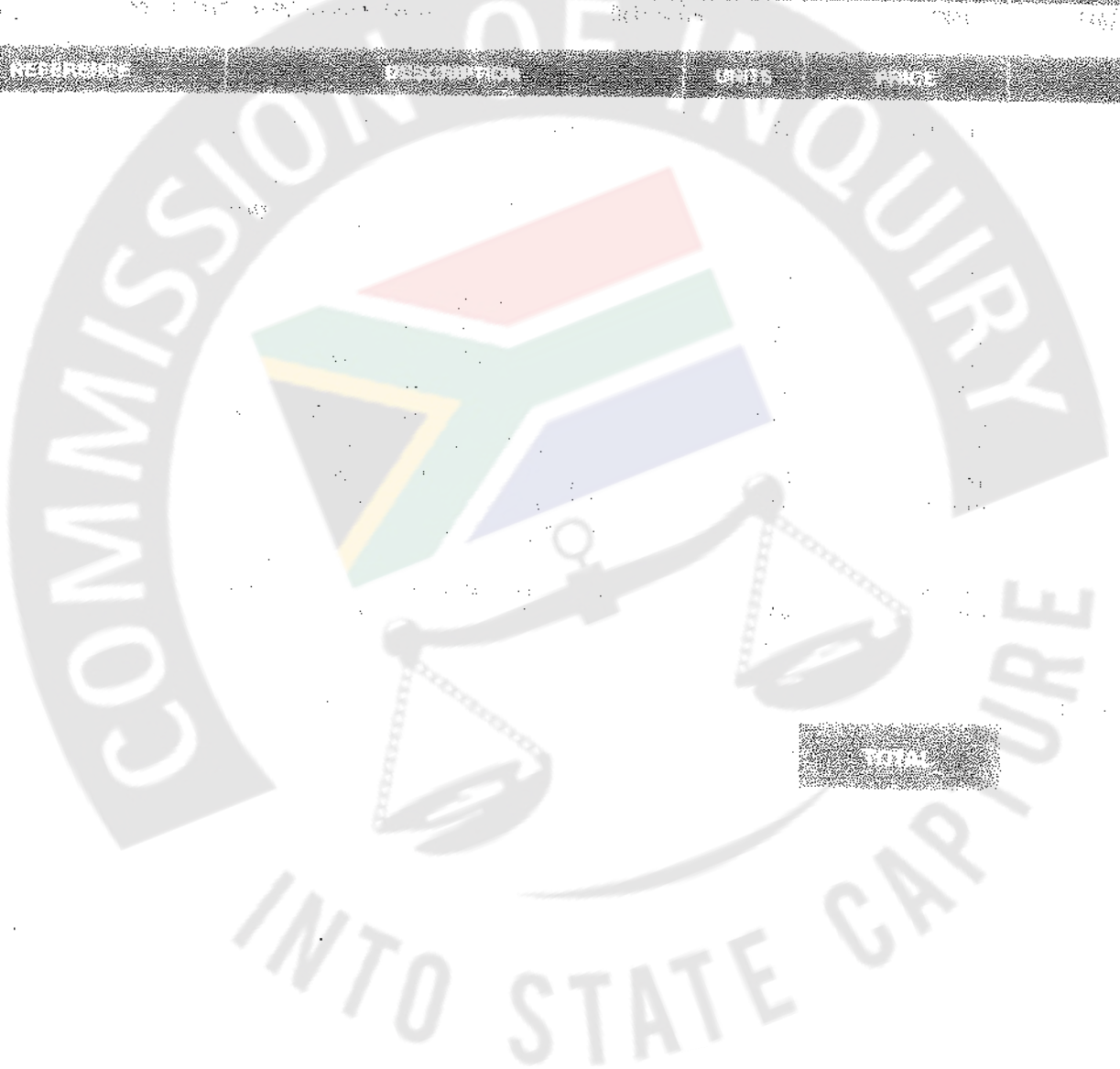


RF

VERIFIED AND

ACCOUNT NO	DATE	ORDER NO	DELIVERY	REC DATE	GLN REF
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REFERENCE	DESCRIPTION	UNITS	PRICE	AMOUNT
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TOTAL

24

TAX INVOICE

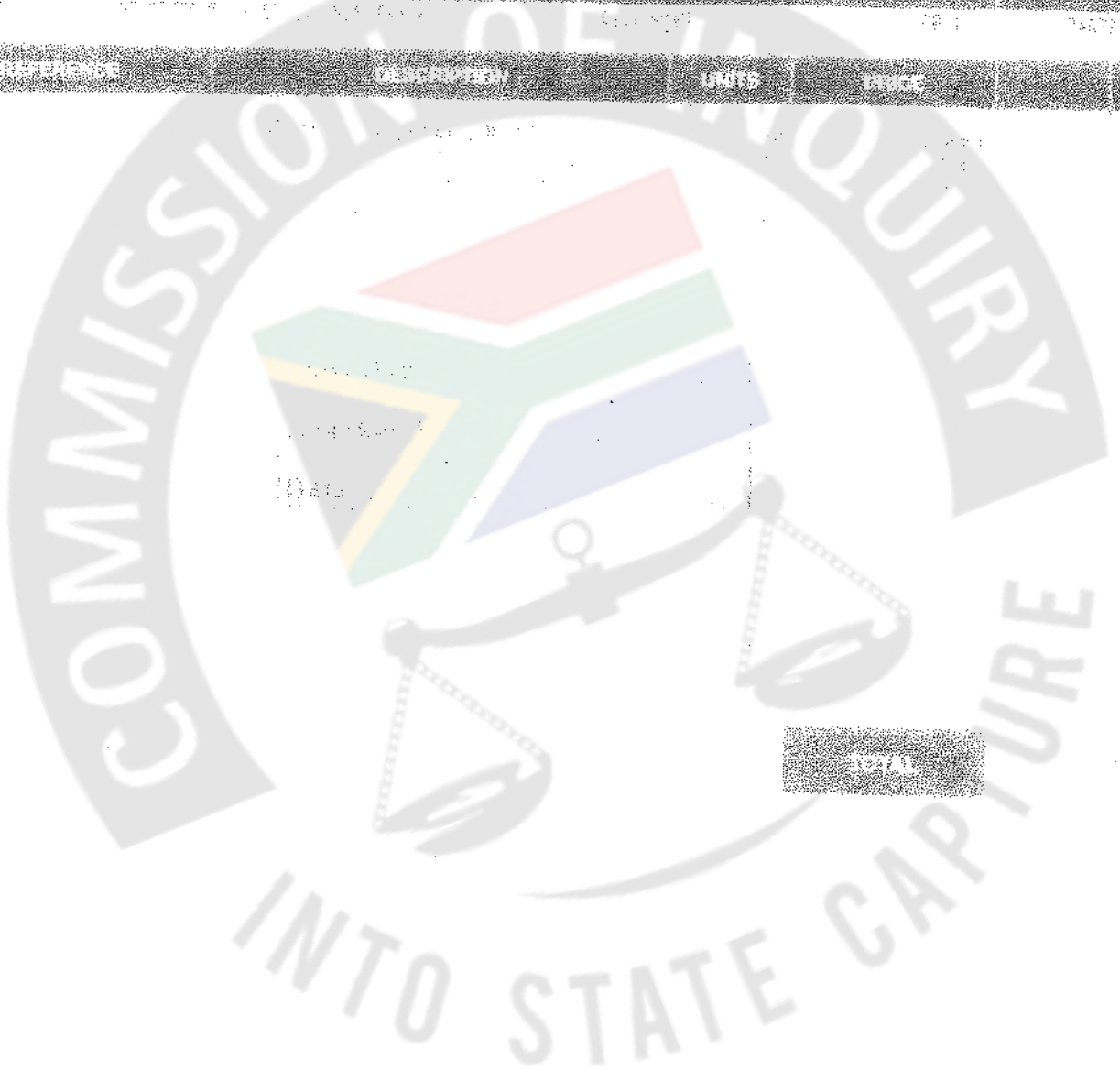


01

JAN REC NO.

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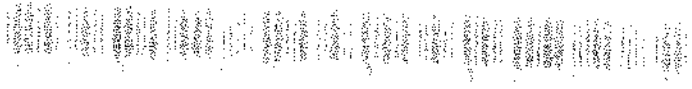
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TOTAL

25

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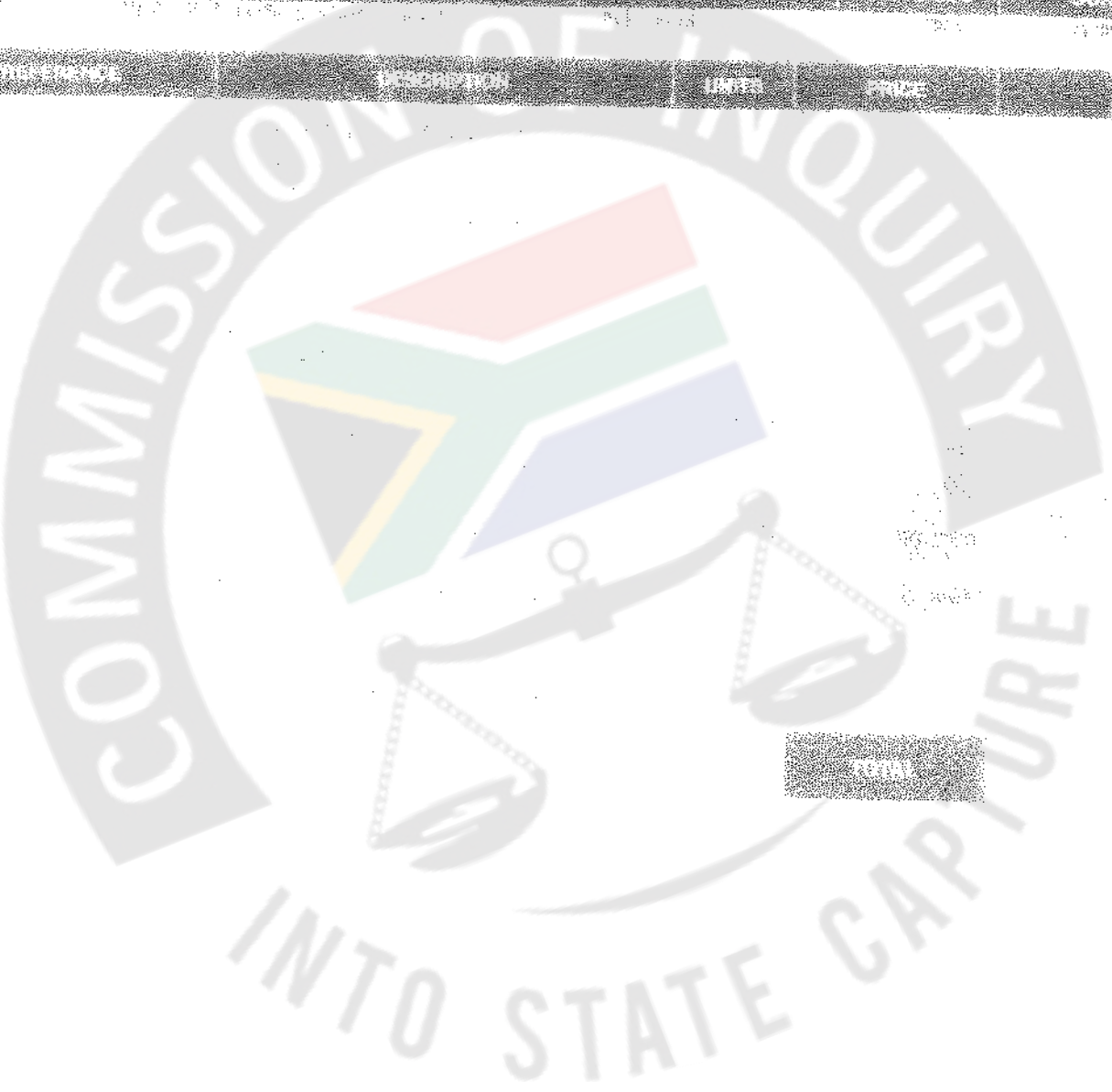


RF

WATERSIDE

ACCOUNT NO.	DATE	ORDER NO.	DELIVERY	ITEM CODE	QTY	UNIT
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ITEM CODE	DESCRIPTION	UNIT	PRICE	QTY	TOTAL
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RETAIL



26

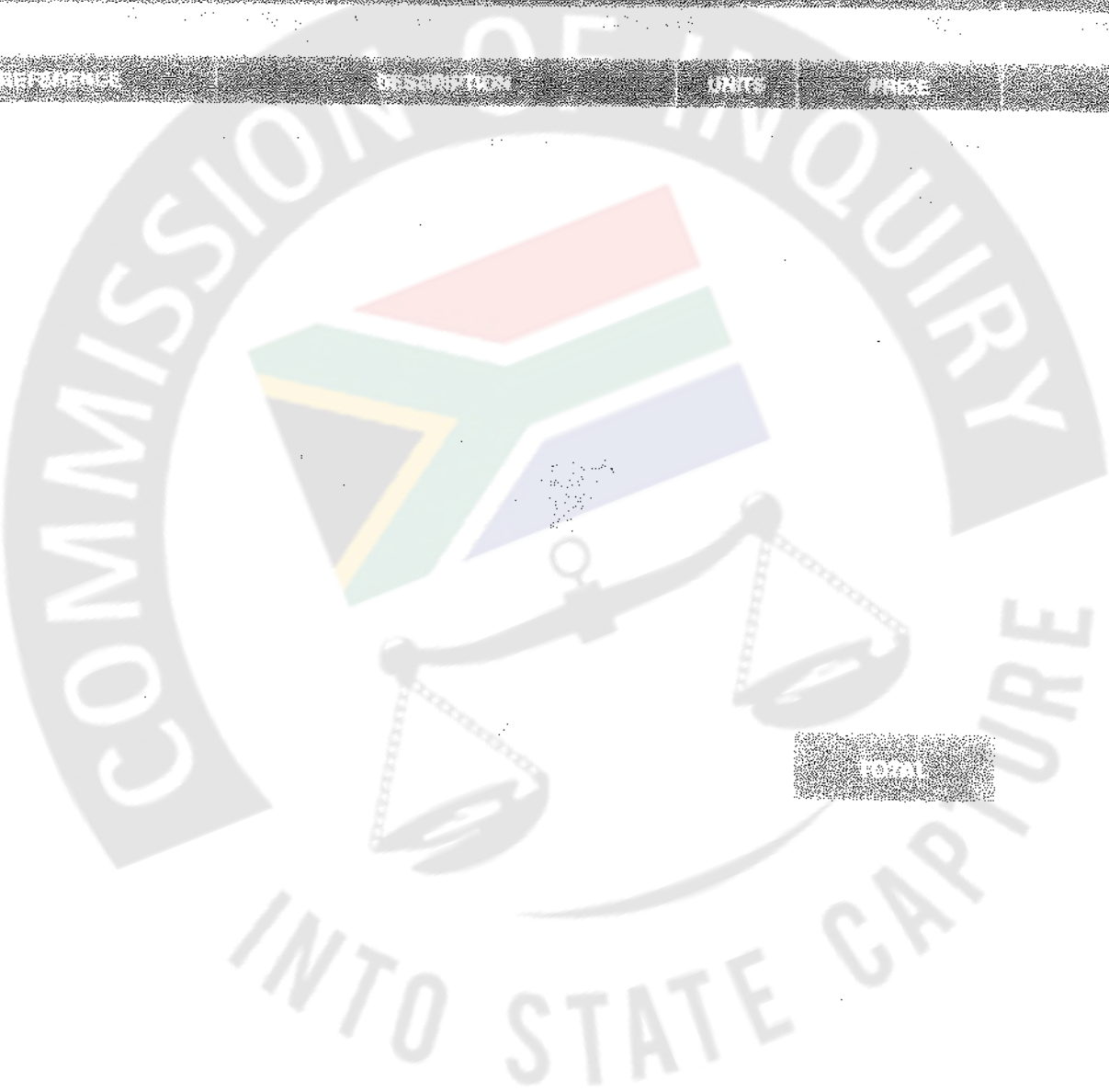
TAX INVOICE



AE

SALES TAX

ASSOCIATE NO	DATE	ORDER NO	DELIVERY	REP CODE	QUOTED
REFERENCE	DESCRIPTION	UNITS	PRICE		AMOUNT



TOTAL



1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025  
TEL: (011) 838-3342  
FAX: (011) 838-4744  
CEL: 082 926 5408  
Email yousha@telkomsa.net

VGS 4

*Yousha Tayob* **ATTORNEY**

Your reference:

Our reference: YOUSHA/3144/YT

Date: 25 January 2019

**MABUNDA INCORPORATED ATTORNEYS**  
**ATT: MR P B MABUNDA**  
**PER EMAIL: [info@mabundainc.co.za](mailto:info@mabundainc.co.za)**

Dear Sir/Madam,

**RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE: MR ANGELO AGRIZZI / MR VINCENT  
SMITH**

I act on behalf of Mr. Vincent Smith. A copy of your letter dated 23 January 2019 has been handed to me for attention and reply. My failure to deal with each and every allegation contained therein is not to be construed as an admission thereof and my client's rights to respond more fully thereto in the appropriate forum and at the appropriate time are and remain fully reserved.

For ease of reference in this letter I will refer to the Judicial Commission of Inquiry into Allegations of State Capture, Corruption and Fraud in the Public Sector Including Organs of State as the Zondo Commission as it popularly known.

In order to advise my client fully in this matter I require the following:-

1. The full terms of reference for the Zondo Commission setting out the basis on which the commission was constituted and its terms of reference and a full copy of the rules of the commission rules as referred to in paragraph 3 of your aforementioned letter;
2. The complete affidavit of Mr. Angelo Agrizzi as presented to the Zondo Commission as opposed to only those pages pertaining to my client which have been delivered to him;
3. A complete transcript of the evidence of Mr. Angelo Agrizzi at the Zondo Commission;
4. A copy of the bundle of documents referred to in the evidence of Mr. Angelo Agrizzi. For your ease of reference, reference is made to a bundle of documents on page 99 of 142 in the last paragraph as sent to my client undercover of your aforementioned letter.

Yousha Tayob BA LLB (University of Witwatersrand)

VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)

# *Yousha Tayob*

## **ATTORNEY**

**In regard to: the Notice in Terms of Rule 3.3 please provide the following:-**

1. A full copy of the rules of the commission as referred to in paragraph 2;
2. The ruling of the chairperson of the commission regarding the leading of the evidence of the witness in question;
3. The full statement of the witness and all evidence and annexures related thereto as referred to in paragraph 3 of the notice;
4. The exact identity of the website referred to in paragraph 4 of the notice;
5. The quality of the photocopies provided to my client in respect of the annexures referred to in paragraph 6 of the affidavit more particularly Annexures AA273, AA274, AA275 and AA276. The quality of photocopies provided is completely illegible and I require better copies;
6. All of my client's rights in regard to the options presented to my client in paragraph 7 of the notice remain reserved until I receive the requested documentation and information as set out in this letter. Kindly confirm that the fourteen (14) day period referred to in paragraph 7 will be extended accordingly;
7. My comments in respect of paragraph 7 of the notice apply similarly to the contents of paragraph 8 of the notice;
8. In the absence of the information and documentation sought in this matter my client is prejudiced as set out in paragraph 9 of the notice. Once my client is provided with all the relevant documentation and information sought in this letter my client will respond as requested in paragraph 9 of the notice;
9. Kindly also furnish me with a full copy of the regulations referred to in paragraph 10 of the notice.

I look forward to receiving your response in order to assist my client in responding to all issues arising.

Yours faithfully

  
YOUSHA TAYOB

VGS 5

1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025  
TEL: (011) 838-3342  
FAX: (011) 838-4744  
CEL: 082 926 5408  
Email: yousha@telkomsa.net

*Yousha Tayob*  
**ATTORNEY**

Your reference:

Our reference: YOUSHA/3144/YT

Date: 1 February 2019

**MABUNDA INCORPORATED ATTORNEYS**  
**ATT: MR P B MABUNDA**  
**PER EMAIL: [info@mabundainc.co.za](mailto:info@mabundainc.co.za)**

Dear Sir/Madam,

**RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE: MR ANGELO AGRIZZI / MR VINCENT  
SMITH**

I refer to my letter dated 25 January 2019 and look forward to receiving your response. My client also advises me that the evidence of Richard Le Roux was led before the commission on the 30<sup>th</sup> and 31<sup>st</sup> of January 2019 at the Zondo Commission. Please will you let me have a transcript of Mr. Le Roux's evidence.

Yours faithfully

  
**YOUSHA TAYOB**

VGS 6

1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025  
TEL: (011) 838-3342  
FAX: (011) 838-4744  
CEL: 082 926 5408

Email yousha@telkomsa.net

*Yousha Tayob* **ATTORNEY**

Your reference:

Our reference: YOUSHA/3144/YT

Date: 12 February 2019

**MABUNDA INCORPORATED ATTORNEYS**  
**ATT: MR P B MABUNDA**  
**PER EMAIL: [info@mabundainc.co.za](mailto:info@mabundainc.co.za)**

Dear Sir/Madam,

**RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE: MR ANGELO AGRIZZI / MR VINCENT  
SMITH**

I refer to my letters addressed to you dated 25 January 2019 and 1 February 2019 and look forward to receiving your response to both my abovementioned letters as soon as possible.

Yours faithfully

  
**YOUSHA TAYOB**



1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025  
TEL: (011) 838-3342  
FAX: (011) 838-4744  
CEL: 082 926 5408

Email [yousha@telkomsa.net](mailto:yousha@telkomsa.net)

*Yousha Tayob* **ATTORNEY**

Your reference:

Our reference: YOUSHA/3144/YT

Date: 15 February 2019

**MABUNDA INCORPORATED ATTORNEYS**

**ATT: MR P B MABUNDA**

**PER EMAIL: [busani@mabundainc.com](mailto:busani@mabundainc.com)**

Dear Sir/Madam,

**RE: JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE: MR ANGELO AGRIZZI / MR VINCENT  
SMITH**

I refer to your letter dated 14 February 2019 enclosing therewith the transcripts for the 30<sup>th</sup> and 31<sup>st</sup> of January 2019. Unfortunately you have not had regard to the contents of my letter as you are only responding to parts of the letter and not the letters I sent to you as a whole.

Under cover of my letter dated 1 February 2019 I requested you to let me have the evidence of Richard Le Roux. I require his complete evidence at the enquiry and not only that as it pertains to my client. Please will you let me have a full transcript of Mr. Le Roux's evidence.

Under cover of my letter to you dated 25 January 2019, I requested an extensive amount of information and documentation. I am enclosing herewith a copy of my letter and look forward to receiving your specific response to each request as contained in my letter in order for me to deal with this comprehensively and to advise my client fully. I look forward to the courtesy of a response to all my requests contained in the attached letter.

Yours faithfully

**YOUSHA TAYOB**

Yousha Tayob BA LLB (University of Witwatersrand)

VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)





VGS 8

2<sup>nd</sup> floor, Hillside  
House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

20 February 2019

**Yousha Tayob Attorneys**

1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext 19  
Johannesburg

Attention: Yousha Tayob

Ref: Yousha/3144/YT

E-mail only: [yousha@telkomsa.net](mailto:yousha@telkomsa.net)

Dear Madam / Sir

**Judicial Commission of Enquiry into Allegations of State Capture, Corruption  
and Fraud in the Public Sector including Organs of State**


**Your client: Mr Vincent Smith**

1. We note the contents of your letters dated 25 January 2019 and 15 February 2019.
2. The requested information listed in your letter dated 25 January 2019 is publicly available on the State Capture Commission's website with URL

<https://www.sastatecapture.org.za>. All the evidence relied upon and placed before the State Capture Commission in respect of Mr Angelo Agrizzi and Mr Richard Le Roux has been and remains accessible on the website.

3. In the circumstances, there is no basis to suggest that your client has been prejudiced in any respect and accordingly the time periods remain unchanged. To this end, you are reminded that in terms of Rule 3.3 of the Rules of the State Capture Commission, your client was required to comply with Rule 3.4 within fourteen days from the date on which he received the notice, failing which he may apply to the Commission for such order as will ensure that he is not seriously prejudiced.

Yours faithfully



---

**Mr Peter Pedlar**  
**Acting Secretary**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING  
ORGANS OF STATE**

VGS 9  
1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025  
TEL: (011) 838-3342  
FAX: (011) 838-4744  
CEL: 082 926 5408

Email [yousha@telkomsa.net](mailto:yousha@telkomsa.net)

*Yousha Tayob* **ATTORNEY**

Your reference: Lerato

Our reference: YOUSHA/3144/YT

Date: 28 August 2019

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE**

**PER EMAIL: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)**

Dear Sir/Madam,

**RE: MR VINCENT SMITH**

I collected the chairperson's directive in terms of Regulation 10(6) of the Regulations of the Commission together with my client from your offices at 12pm on the 26<sup>th</sup> of August 2019.

The directive requires my client's response by 6 September 2019.

My client's junior counsel is currently out of the country and will only return to South Africa on the 3<sup>rd</sup> of September 2019. In the circumstances I request a postponement to respond to the directive to the 27<sup>th</sup> of September 2019 accordingly. Kindly may I have your response.

Yours faithfully

  
**YOUSHA TAYOB**

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*Yousha Tayob* **ATTORNEY**

Your reference: Justice RMM Zondo

Our reference: YOUSHA/3144/YT

Date: 3 October 2019

**THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE (ZONDO COMMISSION)**

**ATT: LERATO L BUTHELEZI**

**PER EMAIL: [leratob@commissionsc.org.za](mailto:leratob@commissionsc.org.za)  
[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)**

Dear Sir/Madam,

**RE: ZONDO COMMISSION CHAIRPERSON'S SUBPOENA OF 21 AUGUST  
2019 - VINCENT GEORGE SMITH**

**INTRODUCTION**

1. We refer to the above matter and to our letter dated 28 August 2019.
2. We confirm that we act for Mr Vincent George Smith ("Mr Smith").
3. In our above-mentioned letter, we had committed to filing Mr Smith's statement by 27 September 2019. However, we were unable to do so due to consultation with Counsel only taking place on that date. We accordingly apologise for missing this deadline.
4. For reasons we detail below, following our consultation with Counsel Mr Smith is concerned that the subpoena, to the extent that it compels him to make a statement at the Commission results in the infringement on his Constitutional right to remain silent. This infringement may also subsequently lead to the infringement on his right to a fair trial, should a criminal trial ensue in respect of the allegations against him. This apprehension arises from the fact that Mr Smith has been served a search warrant by the Directorate for Priority Crime Investigation ("the Hawks").
5. It is for the reasons we detail below that we request the Chairperson to reconsider and revoke; alternatively, amend and reissue the subpoena in a manner that does not infringe Mr Smith's rights.
6. Mr Smith is committed to assisting and cooperating with the Commission to fulfill its mandate, however, this has to be in a fair and balanced manner that does not negate his Constitutional rights.

Yousha Tayob BA LLB (University of Witwatersrand)  
VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)



# *Yousha Tayob*

## ATTORNEY

### RELEVANT FACTUAL CONTEXT

7. We understand that among the recommendations the Commission is empowered to make, is a recommendation of criminal prosecution of any of the individuals the Commission may conclude were involved in the commission of acts of criminality.
8. Messrs Angelo Agrizzi ("Mr Agrizzi") and Richard Le Roux ("Mr Le Roux") made written statements and subsequently gave oral testimony at the Commission implicating Mr Smith. In the case of Mr Agrizzi his sworn statements were deposed to on 15 January 2019 and 26 March 2019, and his relevant oral testimonies were given on 29 January 2019 and 29 March 2019. In the case of Mr Le Roux, his sworn statement was made on 28 January 2019, and his oral testimony given on 31 January 2019. The allegations against Mr Smith were briefly that he was a recipient of gratuities from BOSASA consisting of cash payments, a car for his daughter, and installation of security equipment at his private residence, all in exchange for his patronage.
9. As a result of the testimonies:
  - 9.1. On or about 29 August 2019 Mr Smith was served a search warrant by members of the Hawks police unit. The search warrant permitted the search of his premises for material linked to the allegations that BOSASA had installed security equipment at his home. A copy of the search warrant is attached hereto marked **Annexure VGS1**
  - 9.2. On or about 10 September 2019, Mr Smith received oral communication from the Hawks directing him to make a statement in respect of the allegations made against him by Messrs Agrizzi and Le Roux.
10. It is thus apparent that the subpoena from the Chairperson comes at a time when there is a criminal investigation into the same allegations Mr Smith is being subpoenaed to answer to.

### MR SMITH'S RIGHT TO SILENCE

11. The facts set out above clearly reveal that the legal effect of the subpoena, compelling Mr Smith (without an option to remain silent) to make a statement in respect of the allegations against him, deprives Mr Smith of his right to remain silent. This is because:
  - 11.1. Although the subpoena rightly points to the inadmissibility in subsequent criminal prosecutions, of self-incriminating statements made before the Commission (Regulation 8(2) of the Commission Regulations), this does not in any way preclude or prohibit police investigators and/or prosecutors from relying on and using such incriminating statements to the detriment of Mr Smith.



*Yousha Tayob*  
**ATTORNEY**

- 11.2. Self-incriminating statements made at the Commission may also be used to obtain other incriminating evidence as a result.
- 11.3. If Mr Smith proceeds to make a statement in compliance with the subpoena, it will result in his right to remain silent in respect of the current and any subsequent criminal investigation being nullified, more so if his statement should end up including self-incriminating statements.

#### **RELIEF SOUGHT**

12. It is therefore Mr Smith's request that:
- 12.1. the Chairperson considers the concern/s detailed herein, and cancel, alternatively amend and reissue the subpoena in a manner that does not deprive Mr Smith of his right to remain silent.
- 12.2. Should the Chairperson be inclined to dismiss this request on the strength of this letter, we seek an opportunity to make representations (written or oral) before the Chairperson makes a final decision in this regard.
13. Should this request be declined, we hold instructions to launch review proceedings. We hope that this will not eventuate.

Yours faithfully

YOUSHA TAYOB

Yousha Tayob

VGS 11

Yousha/3144

**From:** Lerato L. Buthelezi <LeratoB@commissionsc.org.za>  
**Sent:** 11 October 2019 11:40 AM  
**To:** yousha@telkomsa.net  
**Cc:** Boipelo B. Ratshikana  
**Subject:** Mr Vincent Smith  
**Attachments:** Letter to Vincent Smith 10.10.19.pdf

Dear Tayob Yousha

Please find attached correspondence for your client's attention.

Kind regards

**Lerato Buthelezi**

COMMISSION OF INQUIRY INTO STATE CAPTURE Hillside House, 3rd Floor, 17 Empire Road, Parktown,  
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**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

Date: 10 October 2019

Our Ref: LB/Reg10.6/Mr Vincent Smith

Your Ref: YOUHA/3144/YT

By Email: [yousha@telkomsa.net](mailto:yousha@telkomsa.net)

Attention: Mr Tayob Yousha

Yousha Tayob Attorney  
1<sup>st</sup> Floor  
7 Bonanza Street  
Selby  
Ext 19  
JOHANNESBURG  
2025

Dear Sir

**Re: Regulation 10(6) Directive: Mr Vincent Smith**

1. Your letter dated 3 October 2019 refers.
2. I wish to advise you that the Chairperson of the Commission has noted and considered the points made and concerns raised in your letter on behalf of your client. These include your client's concerns that compliance with the Regulation 10(6) Directive may infringe his right to remain silent and other fair trial rights

as there is a possibility of criminal charges being preferred against him at some stage in the future arising from the matters covered by the Regulation 10(6) Directive. The Chairperson has also noted that your client requests him to afford him an opportunity to make written or oral submissions to the Chairperson.

3. I am directed by the Chairperson to advise you that:

(a) the Commission respects your client's rights including his right to approach the courts for relief where he may feel that his rights have been or are being infringed or are threatened;

(b) the Commission believes that the immunity that Regulation 8 of the Regulations of the Commission provides is applicable to your client and ensures that no statement or evidence he places before the Commission will be used against him in future criminal proceedings and that the immunity is effective;

(c) the Commission believes that the judgment of the Constitutional Court in *Ferreira v Levin NO and Others; Vryenhoek and Others v Powell NO and Others* 1996 (1) SA 984 (CC) (*Ferreira*) is clear that requiring a person to give evidence in regard to a matter that may later form the basis of a criminal charge or trial against him does not infringe such a person's right to remain silent or right to a fair trial where there is a provision for immunity such as the immunity for which Regulation 8 of the Regulations of the Commission provides; in this regard the Commission is aware of what the Constitutional Court held in its majority judgment penned by Chaskalson P in *Ferreira* where the Court held—

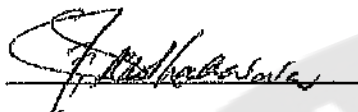
*"As long as incriminating evidence is not admissible at the criminal trial and the use of 'derivative evidence' at such trial is made dependent on such use being subject to 'fair criminal trial' standards, the rule against self-incrimination is adequately protected."*<sup>1</sup>

---

<sup>1</sup> *Ferreira* at par 185.

(d) given the immunity in Regulation 8 and the judgment in *Ferreira*, your client is given an opportunity to deliver to the Commission on or before 18 October 2019 his written representations on why the Commission should not insist that he comply with the Regulation 10(6) Directive.

Yours sincerely

  
**MS K B SHABALALA**

Acting Secretary

Judicial Commission of Inquiry into Allegations

Of State Capture, Corruption and Fraud In the Public Sector including Organs of State





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U4S 12  
**Yousha Tayob**  
**ATTORNEY**

Your reference:

Our reference: YOUSHA/3144/YT

Date: 18 October 2019

JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE  
ATT: LERATO L BUTHELEZI  
PER EMAIL: [leratob@commissionsc.org.za](mailto:leratob@commissionsc.org.za)

d 21/10/19

Dear Sir/Madam,

**RE: MR VINCENT SMITH**

Herewith the submissions on behalf of my client.

Kindly acknowledge receipt.

Yours faithfully

  
**YOUSHA TAYOB**

IN THE JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR, INCLUDING  
ORGANS OF STATE ("COMMISSION")

BEFORE HONOURABLE DEPUTY CHIEF JUSTICE ZONDO

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WRITTEN REPRESENTATION: RIGHTS NOT TO SELF-INCRIMINATE AND TO  
REMAIN SILENT

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## INTRODUCTION

- 1 These written representations ("submissions") are filed in response to the invitation of Honourable Deputy Chief Justice Zondo ("Chairperson of the Commission" or ("Chairperson")). With the Chairperson's permission, we will welcome an opportunity to make these submissions orally before the Commission.
- 2 On 21 August 2019, using powers vested in him by Regulation 10(6) of the Commission Regulations, the Chairperson directed Mr Smith to answer on affidavit or affirmed declaration by 6 September 2019, indicating whether he admits or denies certain allegations made by Mr Agrizzi against him in his affidavit of 15 January 2019 ("Regulation 10(6) Notice").
- 3 On 3 October 2019, Vincent Smith ("Mr Smith") wrote a letter to the Commission raising a concern that his Constitutional right to remain silent and his right to a fair trial are rendered nugatory by a subpoena from the Commission compelling him to answer to certain allegations made against him by Angelo Agrizzi.
- 4 On 10 October 2019, the Chairperson (through the Secretariat office) gave a preliminary response to Mr Smith's concerns. In the letter, the Commission indicates that Mr Smith has sufficient immunity as provided by Regulation 8 of the Regulations of the Judicial Commission of Inquiry into Allegations of State Capture, corruption and fraud in the Public Sector including Organs of State ("Commission Regulations"), and inviting Mr Smith to make representations on why the Commissions should not insist that he comply with the Regulation 10(6) Notice.

- 5 The Commission places much reliance on the Constitutional Court case of **Ferreira v Levin NO and Others; Vryenhoek and Others v Powell NO and Others (CCT5/95) [1995] ZACC 13 ("Ferreira")**, the details of which we discuss in detail later.
- 6 In our view, at the heart of these submissions is that, to the extent that Regulation 8 does not afford Mr Smith an option to exercise the rights to not self-incriminate or to remain silent, then there is irreconcilable conflict between Regulation 8 and sections 35(3)(h) and (j) of the Constitution of the Republic of South Africa of 1996.
- 7 We make our submissions on the overarching premise that Mr Smith's Constitutional rights to not self-incriminate, and to remain silent, will be unjustly prejudiced if he is compelled to answer the allegations put to him by the Commission. Mr Smith's common law evidentiary privilege against self-incrimination, now finds expression in the Constitution in terms of section 35(3)(j).
- 8 Our representations are structured as follows:
- 8.1 First, we provide background facts;
  - 8.2 Second, we discuss the legal principles underpinning our submissions;
  - 8.3 Third, we conclude.

**BRIEF BAKGROUND FACTS**

- 9 In September 2018, media reports surfaced in weekend newspapers with accusations by Angelo Agrizzi ("Mr Agrizzi") that Mr Smith was a recipient of unlawful benefits from BOSASA (now known as African Global Operations).
- 10 During the same month September 2018, a fellow Member of Parliament, Mr John Steenhuizen, based on the media reports, lodged a complaint with the Ethics Committee in Parliament.
- 11 In December 2018, at the Sandton police station, charges of corruption were laid against Mr Smith under case number 302/12/2018. Mr Smith is thus an accused person. Attempts to obtain details of the complainant have thus far been unsuccessful.
- 12 In January and March 2019 Mr Agrizzi appeared before the Commission with allegations that were materially the same as what had come out in the September 2018 media reports. In the same months, Richard Le Roux ("Mr Le Roux") also appeared at the Commission largely corroborating some of Mr Agrizzi's allegations.
- 13 On 21 August 2019, using powers vested in him, through a Regulation 10(6) Notice, the Chairperson directed Mr Smith to answer on affidavit or affirmed declaration by 6 September 2019, whether he admits or denies certain allegations made by Mr Agrizzi in his affidavit of 15 January. The Regulation 10(6) Notice further directed Mr Smith, where he disputes any allegation, to provide his full version in regard to such allegations.



- 14 The Regulation 10(6) Notice further drew Mr Smith's attention to Regulations 8(2), 11(3)(a) and (b), and 12(2)(b) and (c) of the Commission Regulations.

## LEGAL CONSIDERATIONS

### The Constitution guarantees the right to a fair trial

- 15 The guarantee of a fair trial finds expression in section 35 of the Constitution, which provides in relevant parts (35(3)(h) and (j)) that:

*(3) Every accused person has a right to a fair trial, which includes the right—*

*(a) ...*

*(b) ...*

*(c) ...*

*(d) ...*

*(e) ...*

*(f) ...*

*(g) ...*

*(h) to be presumed innocent, to remain silent, and not to testify during the proceedings;*

*(i) ...*

*(j) not to be compelled to give self-incriminating evidence;*

*(k) ...*

*(l) ...*

*(m) ...*

*(n)...; and*

*(o)...*

- 16 Mr Smith is an accused person under case number 302/12/2018 at the Sandton police station, therefore, his rights in terms of section 35(3) of the Constitution are implicated.

- 17 The common law evidentiary privilege against self-incrimination is now codified in the bill of rights in section 35(3) (j) of the Constitution.

**Regulation 8(2) read with section 3(4) of the Commissions Act entitles Mr Smith to invoke his evidentiary privilege against self-incrimination**

- 18 It is unclear from the Commission Secretariat's letter of 10 October 2019, whether the Commission is confirming Mr Smith's right to invoke this evidentiary privilege. We read the letter to be suggesting that because Regulation 8(2) provides immunity against the admissibility of incriminating evidence in subsequent criminal proceedings, Mr Smith is obliged to answer the questions put to him by the Chairperson.
- 19 If our reading of the Commission Secretariat's letter is correct, we submit that the directive renders the immunity granted by the privilege against self-incrimination nugatory, because it strips Mr Smith of his right not to self-incriminate, especially in these circumstances where there are criminal proceedings pending against him.
- 20 We submit that properly understood, Regulation 8 read with section 3(4) of the Commissions Act 8 of 1947 ("Commissions Act"), entitles Mr Smith to invoke his evidentiary privilege against self-incrimination, which once invoked means the Commission may not persist in compelling him to answer the questions put to him.
- 21 Regulation 8(2) must be read with Regulation 8(1) in order to give proper effect to the immunity as a whole, which consists in two parts. The first part of the

immunity is the right to invoke evidentiary privilege (8(1)); the second part is the inadmissibility of statements made at the Commission in any subsequent criminal proceedings (8(2)).

22 Regulation 8(2) provides that:

*"No evidence regarding questions and answers contemplated in sub-regulation (1), and no evidence regarding any fact or information that comes to light in consequence of any such questions or answers, shall be admissible in any criminal proceedings, except in criminal proceedings where the person concerned is charged with an offence in terms of section 6 of the Commissions Act, 1947 (Act No. 8 of 1947), or regulation 12." (own emphasis)*

23 Regulation 8(1) provides that:

*"No person appearing before the Commission may refuse to answer any question on any grounds other than those contemplated in section 3(4) of the Commissions Act, 1947 (Act No. 8 of 1947)." (own emphasis)*

24 Section 3(4) of the Commissions Act provides that:

*"Any person who has been summoned to attend any sitting of a commission as a witness or who has given evidence before a commission shall be entitled to the same witness fees from public funds, as if he had been summoned to attend or had given evidence at a criminal trial in a superior court held at the place of such sitting, and in connection with the giving of any evidence or the production of any book or document before a commission, the law relating to privilege as applicable to a witness giving evidence or summoned to produce a book or document in such a court, shall apply." (own emphasis)*

25 Our understanding is that Regulations 8(1) and (2) of the Commission Regulations read with section 3(4) of the Commissions Act make provision for two things:

25.1 First, that a person appearing at the Commission may not refuse to answer any questions unless they invoke any evidentiary privilege ordinarily available to a witness giving evidence;

25.2 Second, to the extent that a person's testimony is self-incriminating, such testimony shall not be admissible as evidence against that person in any subsequent criminal proceedings in any court.

26 Section 3(4) of the Commissions Act, being a law of general application affords Mr Smith the option to invoke evidentiary privileges at this Commission. In the **Ferreira** case *supra*, Ackermann J endorsed the principle that the right to a fair trial begins before the trial itself when he said:

*"The privilege has been described as one of the personal rights to refuse to disclose admissible evidence the particular right in terms whereof "a witness may refuse to answer a question where the answer may tend to expose him to a criminal charge" and is also available, for example, to a person called as a witness in inquest proceedings. With reference to the above quoted passage from R v. Camane, Thirion J observed in S v. Khumalo that*

*"[t]here is indeed even a greater need for protection of the accused against forced self-incrimination before the trial than there is at the trial." (own emphasis) <sup>1</sup>*

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<sup>1</sup> at para 96

- 27 In **S v Lungile**, the SCA quoted with approval an extract from the judgement of Kroon J in the *court aquo* wherein he had said:

*"There was an additional feature. From accused no. 2's professed attitude that he did not want to testify in the present proceedings, it was fair inference that he would have been an unwilling witness in any trial in which accused no. 1 was the only accused unless and until his own case had been disposed of. He could well, and probably would, have refused to testify pending the finalisation of his own case. Mr Bursey's counter thereto was that the accused could not have lawfully refused to testify; he could only have refused to answer any questions which might have tended to incriminate him. The answer thereto was twofold. I considered that an accused, who has a criminal case actually pending against him and refuses, by reason of that circumstance, to testify in other proceedings on any matters connected with the subject of the pending case against him until same has been disposed of, would probably have raised a lawful excuse for not testifying. Alternatively, he could contend that he is not really in a position to say what answers he may give, might, in the result, prove to be incriminating in the sense of detracting from or having an adverse bearing on the validity of any defence he would raise in his own case. It would therefore be unfair to require him to testify until his own case had been disposed of. Such a contention would have had much to commend itself. It might well have been therefore that the case against accused no. 1 would have been ordered to stand postponed until accused no. 2's own case had been finalised. Delaying the finalisation of both cases would have been the result. In the event of accused no.2, in his case, seeking to secure the benefit of*



*evidence by accused no. 1, a likelihood which could not be excluded, the latter might well have adopted the attitude that he should not be required to testify until his case has been finalised. An impasse would have resulted which could only have been resolved by the court ordering one or other case to proceed whether with or without the evidence of the other accused.”<sup>2</sup> (own emphasis)*

- 28 It is our submission that Mr Smith is entitled to the Constitutionally entrenched evidentiary privilege against self-incrimination, especially considering the fact that he is already a subject of criminal investigation on allegations emanating from the Commission's work.

**Ferreira v Levin NO case is underpinned by the caveat that an accused person is assured of a fair criminal trial**

- 29 In its letter of 10 October 2019 (paragraphs 3(b) to (d)), relying on the **Ferreira** judgement, the Commission makes the point, that Regulation 8(2) provides adequate immunity for Mr Smith because, in the majority judgement penned by Chaskalson P as he then was, he said the following when delivering the majority judgment:

*“As long as incriminating evidence is not admissible at the criminal trial and the use of “derivative evidence” at such trial is made dependent on such use being subject to “fair criminal trial” standards, the rule against self incrimination is adequately protected” (own emphasis)*

- 30 Chaskalson P, set the condition that immunity is adequate if it is granted on the basis of a trial conducted on standards of a fair criminal trial. We submit that the

---

<sup>2</sup> 1999 (2) SACR 597 (SCA) at para 24

condition will not be met if Mr Smith is denied the evidentiary privilege (right) not to self-incriminate, and the right to remain silent, which are recognised by our courts as fundamental elements to a fair trial.

31 In Chaskalson P's words in the same Ferreira case, he says:

*"The rule against self incrimination is not simply a rule of evidence. It is a right which by virtue of the provisions of section 25(3) is, as far as an accused person is concerned, entitled to the status of a constitutional right.<sup>1</sup> It is inextricably linked to the right of an accused person to a fair trial. The rule exists to protect that right."<sup>3</sup> (own emphasis)*

32 Discussing the privilege against self incrimination and the right to silence as articulated by Lord Mustill; Zeffert and Paizes in their book **The South African Law of Evidence** aptly say:

*"thirdly, the sense that it is contrary to fair play to put the accused in a position where he or she is exposed to punishment whatever he or she does – for, if he or she answers, he or she may condemn him- or herself out of his own mouth, but if he or she refuses he or she may be punished for that refusal...These factors include...the right of every accused person to a fair trial, which, it is stipulated, includes the right to 'be presumed innocent, to remain silent and not to testify during the proceedings' as well as the right 'not to be compelled to give self-incriminating evidence'"<sup>4</sup> (own emphasis)*

33 In a world where the availability and dissemination of information is free and rapid, Commission transcripts, video footage and other evidentiary documents

<sup>3</sup> Supra at para 159

<sup>4</sup> 4<sup>th</sup> Edition, Chapter 17, paragraph 17.2, page 623

are freely available on the internet; it is difficult to imagine how Mr Smith can be assured that the indemnity provided by Regulation 8 is adequate, if such indemnity excludes his privilege against self-incrimination and the right to remain silent. This is because:

- 33.1 Once he has spoken, neither Mr Smith nor the Commission have control over who and for what purpose his statement/s and testimony is accessed from the Commission website;
- 33.2 Statements and utterances made by Mr Smith could find their way to police investigators in the same manner that Mr Agrizzi's testimony has, and it is now being used as a basis for questioning Mr Smith;
- 33.3 Persons that may ultimately play a prosecutorial role could have access to this information and use its derivative value as basis for Mr Smith's prosecution;
- 33.4 Persons who may ultimately preside over his criminal trial may have seen and/or read Mr Smith' statements and thus have prior knowledge of incriminating statements.

## **CONCLUSION**

- 34 For the above reasons, we submit that Mr Smith is entitled to his rights not to self-incriminate, and to remain silent.

**Gcina Malindi SC**  
**Moroka Phalane**  
Counsel for Vincent Smith  
18 October 2019

VGS 13

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*Yousha Tayob* **ATTORNEY**

Your reference: RPS18/0135/ARN

Our reference: YOUSHA/3144/YT

Date: 25 February 2020

**THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
 CAPTURE CORRUPTION AND FRAUD INCLUDING ORGANS OF STATE  
 (ZONDO COMMISSION)**

**ATT: BRIGITTE SHABALALA**

**PER EMAIL: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
[alann@commissionsc.org.za](mailto:alann@commissionsc.org.za)**

Dear Sir/Madam,

**RE: REQUEST FOR INFORMATION REQUIRED FOR PURPOSES OF THE  
 JUDICIAL COMMISSION OF ENQUIRY INTO ALLEGATIONS OF STATE  
 CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
 INCLUDING ORGANS OF STATE**

**INTRODUCTION**

We refer to the above matter and to your letter to Brumilda Doreen Smith ("Ms BD Smith") dated 12 December 2019. Some of the enquiries made in this correspondence are in respect of Vincent George Smith, who is Ms BD Smith's father.

We confirm that we act for Mr Vincent George Smith ("Mr Smith"), the implicated person, who is the father to Ms. BD Smith, and consequently we also act for Ms BD Smith.

Kindly accept our apology for the delay in giving a substantive reply to your letter. Due to the Christmas holidays and limited availability of counsel in the early weeks of this year, client was only able to obtain advice at this time.

In your above mentioned letter, Ms BD Smith is requested to provide answers to certain questions as well as provide specified documents in electronic format, if she has them in her possession.

You will recall that in October 2019, Mr Smith was afforded an opportunity to make written representations in respect of objections he had made resisting a subpoena by the Commission, and his written submissions were delivered to the Commission on or about 18 October 2019. To date, we have not been informed of the Chairperson's ruling on Mr Smith's submissions.

Yousha Tayob BA LLB (University of Witwatersrand)

VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
 Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)



*Yousha Tayob*  
**ATTORNEY**

Considering the father-daughter relationship stated above, you will agree with us that Ms BD Smith is not a compellable witness in respect of testimony that may be used against her father.

Furthermore, pending the final outcome of the Chairperson's ruling on the submissions Mr Smith made in October 2019, we have advised Ms BD Smith, and she has accepted our advice, that any information she may provide to the Commission before a ruling is made on Mr Smith's submissions may render such submissions moot.

In the circumstances, Ms BD Smith wishes to indicate to the Commission that she is willing and open to assisting the Commission in its work. However, she will only do so once, and if the outcome of the Chairperson's ruling confirms that Mr Smith is compelled to answer to matters implicating him.

Yours faithfully

  
YOUSHA TAYOB



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Vas 14  
**Yousha Tayob**  
**ATTORNEY**

Your reference: RPS18/0135/ARN

Our reference: YOUSHA/3144/YT

Date: 13 July 2020

**THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE CORRUPTION AND FRAUD INCLUDING ORGANS OF STATE  
(ZONDO COMMISSION)**

**ATT: BOIPELO B RATSHIKANA**

**PER EMAIL: [boipelor@commissionsc.org.za](mailto:boipelor@commissionsc.org.za)**

**CC: [secretary@commissionsc.org.za](mailto:secretary@commissionsc.org.za)  
[shannonv@commissionsc.org.za](mailto:shannonv@commissionsc.org.za)**

Dear Sir/Madam,

**RE: MR VINCENT SMITH – NOTICE OF SETDOWN**

On the 10<sup>th</sup> of July 2020 you transmitted a Notice of Setdown to Mr. Vincent Smith. A copy is attached. I act on behalf of Mr. Vincent Smith.

The contents of your letter dated 10 July 2020 indicates that my client is to appear before the commission to give evidence and answer questions on Tuesday 21 July 2020 at 10h00. My client has engaged both the services of a junior and senior counsel in this matter and I am forwarding the Notice of Setdown to them for attention.

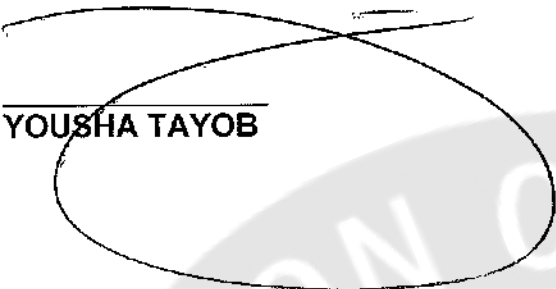
You will recall that in October 2019, my client was afforded an opportunity to make written representations in respect of objections he had made resisting a subpoena by the commission, and his written submissions were delivered to the commission on or about 18<sup>th</sup> October 2019. To date, we have not been informed of the chairpersons ruling on Mr. Smith's submissions. A ruling in respect of the submissions previously made on behalf of my client are crucial prior to my clients attendance at the commission. We have been awaiting the chairpersons ruling on my clients submissions since October 2019.

A copy of my letter to the commission dated 18<sup>th</sup> October 2019 and the acknowledgement of receipt in respect thereof dated 21 October 2019 are attached for your ease of reference.

*Yousha Tayob*  
**ATTORNEY**

I look forward to hearing from you urgently per return.

Yours faithfully

  
YOUSHA TAYOB



1<sup>st</sup> Floor, 7 Bonanza Street,  
Selby, Ext19, JOHANNESBURG  
P.O. Box 1427, Crown Mines, 2025

TEL: (011) 838-3342

FAX: (011) 838-4744

CEL: 082 926 5408

Email: [yousha1@telkomsa.net](mailto:yousha1@telkomsa.net)

*Yousha Tayob* **ATTORNEY**

Your reference: RPS18/0135/ARN

Our reference: YOUSHA/3144/YT

Date: 15 July 2020

**THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE CORRUPTION AND FRAUD INCLUDING ORGANS OF STATE  
(ZONDO COMMISSION)**

**ATT: BOIPELO B RATSHIKANA**

**PER EMAIL: [boipelor@commissionsc.org.za](mailto:boipelor@commissionsc.org.za)**

**CC: [secretary@commissionsc.org.za](mailto:secretary@commissionsc.org.za)  
[shannonv@commissionsc.org.za](mailto:shannonv@commissionsc.org.za)**

Dear Sir/Madam,

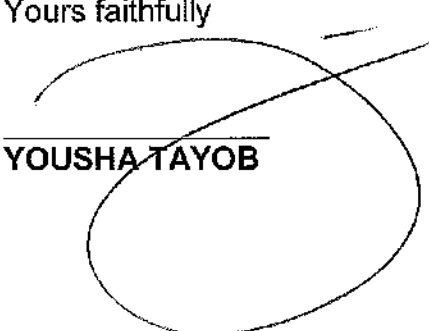
**RE: MR VINCENT SMITH AND THE REGULATION 10(6) DIRECTIVE**

**INTRODUCTION**

1. We refer to the above matter and to your letter dated 23 April 2020, which came under cover of an email dated and received on 14 July 2020.
2. We confirm that writer hereof spoke to Ms KB Shabalala on the telephone on 14 July 2020, and in the conversation, Ms KB Shabalala indicated that the letter dated 23 April 2020 was never dispatched to us on that date (23 April 2020) due to an inadvertent administrative oversight.
3. We note the contents of your letter, in particular paragraph 2, wherein Mr Smith's right not to self-incriminate is acknowledged and confirmed by the Chairperson.
4. In the circumstances, and considering that we only received your letter of 23 April 2020 on 14 July 2020, we kindly request that you confirm the following:
  - 4.1. the correct due date for Mr Smith's affidavit in answer to the allegations where he is implicated; and
  - 4.2. whether it is necessary for Mr Smith to bring an application for a postponement for his appearance on 21 July 2020 (as per the notice of set down we received on 13 July 2020).
5. Our client's rights are reserved.

*Yousha Tayob*  
**ATTORNEY**

Yours faithfully

  
**YOUSHA TAYOB**



Vas 16



2<sup>nd</sup> Floor, Hillside House  
17 Empire Road  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

Date: 17 July 2020

Our reference: Ms Farrhah Khan

Email: [farrhahk@commissionsc.org.za](mailto:farrhahk@commissionsc.org.za)

Yousha Tayob Attorneys

Attention Mr Yousha Tayob

First Floor

7 Bonanza Street

Selby

Johannesburg

By Email: [yousha1@telkomsa.net](mailto:yousha1@telkomsa.net)

Dear Sir

**Re: Mr Vincent Smith and the Regulation 10(6) Directive**

1. Your letter dated 15 July 2020 addressed to the Chairperson of the Commission refers.
2. I am directed by the Chairperson to advise you that, given that you only recently received the Commission's letter of 23 April 2020 and on the basis that Mr Vincent Smith now undertakes to furnish the Commission with an affidavit or affirmed declaration subject to the Commission's letter of 23 April 2020,:



- (a) Mr Vincent Smith does not need to appear before the Commission on 21 July 2020 nor does he need to lodge a substantive application for the postponement of his appearance;
- (b) Mr Vincent Smith must deliver his affidavit or affirmed declaration to the Commission on or before 3 August 2020; and
- (c) the Commission will determine another date on which Mr Vincent Smith will appear before the Commission.

Yours sincerely



**MS K B SHABALALA**  
Acting Secretary  
Judicial Commission of Inquiry into Allegations  
of State Capture, Corruption and Fraud in the Public Sector including Organs of  
State

VGS 17

From: Vincent vingeas@icloud.com  
Subject:  
Date: 05 September 2018 at 12:46  
To: vingeas@icloud.com

Deleted Account  
3rd from Bottom

MTN-SA LTE

12:40



< Chats

Deleted Account

last seen a long time ago



EMPLOYED  
2015

2016

2/11/15 TULUOK

Hi comrade Vincent, I was reading through past ANC speeches and came across one you had given in the NA, I was reminded that it has been almost a year now that I am working at the legislature, I wanted to again express my appreciation to you. I am enjoying working with comrade Brian and the rest of the MPLs. I am now the manager of Research at caucus, and enjoying every moment, I am indeed proud to work for the

indeed proud to work for the  
ANC. The ANC lives and the  
ANC leads. Regards, Giancarlo  
Agrizzi.

09/07

Sent from my iPhone  
Vincent G Smith



VAS 18.

REGAL DISTRIBUTORS SA (PTY) LTD t/a  
**REGAL WEST**  
191 Ontdokkers Road, Horizon Park  
Rondepoort  
PO Box 1991, Kelvin 2054  
Tel: 011 760 1149 (Fax: 011 760 1629)  
VAT Reg No: 4720177286 | Reg No: 1998/018560/07



**Quotation**

Document Number: 1023/02397762

**RICHARD LE ROUX**  
RICHARD LE ROUX  
HOUSE 22  
SUMMERFIELD  
KRUGERSDORP  
1739

Date: 11/01/2018 14:09  
Account: MRAA001  
VAT Reg No:  
Order No: IP

CODE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
CC409-6	HIK IP Cam 2MP Bullet IR 20M - 4mm Fixed - IP66 DS-2CD2025FWD-I (4mm)	8	EA	3367	9500.00
CC408-6	HIK IP Cam 2MP Dome IR 30M - 4mm Fixed - IP67 DS-2CD2125FWD-IS (4mm)	1	EA	3367	1250.00
NW110-2	SWITCH 8 Port 10/100 Mbps PoE + 1 Port TP Uplink 100Mbps	1	EA	1425	1100.00
PS63	UPS - 1KVA	1	EA	2629	1100.00
CM23-2	Monitor - 23" LED Wide 1920 x 1080 VGA & HDMI, Include VESA mount hole	2	EA	3695	6000.00
CC31-2	Wall Mount Bracket for LCD Monitor 17 to 27" Vesa Mount Max 25Kg	2	EA	112.00	224.00
NW270	HDMI Extender Kit Over CAT5E/6 Full HD 1080P In 50m Bi directional IR	1	EA	1786	788.00
CA21-2	ENCLOSURE - 100 x 100 x 50mm Plastic	9	EA	48.00	432.00

Additional information :-  
Don't miss out on the Regal Lucky Draw!  
Win a NEW Nissan NP200 Bakkie. Enter NOW with your invoice of over R4,000 online  
Visit [www.regalsecurity.co.za](http://www.regalsecurity.co.za) T&C Apply

QUOTATIONS ARE SUBJECT TO EXCHANGE RATE FLUCTUATIONS. ALL GOODS ARE SUPPLIED IN TERMS OF OUR STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE AVAILABLE ON OUR WEBSITE AND/OR ON REQUEST.  
THIS IS NOT A TAX INVOICE. NO GOODS MAY BE PICKED OR SUPPLIED ON THIS QUOTATION  
A TAX INVOICE MUST BE SUPPLIED FOR ALL GOODS COLLECTED

CREATED BY	LAST OPERATOR	ACCOUNT REP	VOLUME	WEIGHT	INTERNAL REF	PAGE
Chris de Beer	Chris de Beer	CB01	0.0000	0.00	443843	1
BANK DETAILS Bank: Standard Bank Branch: Rosebank Branch Code: 061305 Acc No: 001867083		GOODS WILL NOT BE RELEASED UNTIL FEES AND DEPOSITS ARE REFLECTED ON BULK'S BANK STATEMENT CHIQUE PAYMENT WILL NO LONGER BE ACCEPTED FROM THE 1st OF APRIL 2014		Total excl VAT 20,372.00 Vat 2,852.00 Total 23,224.00		

Please note this is not a VAT invoice  
Quote expires: 18/01/2018

BEAGLE

79206-542



REGAL DISTRIBUTORS SA (PTY) LTD T/A  
**REGAL WEST**  
191 Ontdokers Road, Horizon Park  
Roodepoort  
PO Box 1091, Kyalami 2051  
Tel: 011 760 1149 | Fax: 011 760 1529  
VAT Reg No: 4720177268 | Reg No: 1000016506/07



Quotation

Document Number: 1023/02326177

Cash Sales WEST - RETAIL  
REGAL DISTRIBUTORS WEST  
191 Ontdokers Road  
Horizon Park  
Roodepoort

Date: 20/05/2019 11:59  
Account: CASR023  
VAT Reg No:  
Order No:

CODE	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
EF 49-1	Energizer - Wizard 4J 12	1	EA	2385.00 EA	2385.00
SERIAL NUMBER:					
"REGAL OFFERS YOU GREAT PRICES EVERYDAY"					
"TODAY you SAVED R157 on ea. of these!"					
SW08	Isolator Switch 30Amp with Waterproof Surface Box	1	EA	220.00 EA	220.80
EF21	HT Cable - Silverbra 100m Black	1	RL	566.00 RL	566.00
EF 18-2	Ferrules - 10mm Aluminium / 100	1	EA	92.00 EA	92.00
EF 35	Spring Hook Stainless Large Tail / 50	1	PK	64.00 PK	64.00
EF44-1	Braided Wire - Galvanised 1.2mm / 5Kg Roll	2	RL	443.90 RL	886.80
EF 01-2	Cadm Spike - Copper Including Nuts 1.2m	20	EA	60.00 EA	1200.00
EF 11-R	Fence Pole - A-Line Square Tube Angled Black	100	EA	72.60 EA	7260.00
"REGAL OFFERS YOU GREAT PRICES EVERYDAY"					
"TODAY you SAVED R2.4 on ea. of these!"					

QUOTATIONS ARE SUBJECT TO EXCHANGE RATE FLUCTUATIONS. ALL GOODS ARE SUPPLIED IN TERMS OF OUR STANDARD TERMS AND CONDITIONS OF SALE WHICH ARE AVAILABLE ON OUR WEBSITE AND/OR ON REQUEST. THIS IS NOT A TAX INVOICE. NO GOODS MAY BE PICKED OR SUPPLIED ON THIS QUOTATION. A TAX INVOICE MUST BE SUPPLIED FOR ALL GOODS COLLECTED.

CREATED BY Cody May	LAST OPERATOR Cody May	ACCOUNT REP CM02	VOLUME 0.0000	WEIGHT 0.00	INTERNAL REF 545100	PAGE 1
BANK DETAILS Bank: Standard Bank Branch: Rosebank Branch Code: 004305 Acc No: 001667083		GOODS WILL NOT BE RELEASED UNTIL FFTS AND DEPOSITS ARE REFLECTED ON REGAL'S BANK STATEMENT CHUQUE PAYMENT WILL NO LONGER BE ACCEPTED FROM THE 1st OF APRIL 2014		Total excl Val	ZAR ZAR	12,573.80 1,901.07
				Total	ZAR	14,574.87

Please note this is not a VAT Invoice  
Quote expires: 27/05/2019



VGS ~~200~~ 19

# Invoice

Company Name	File Date	Invoice No
FINANCIAL	1995-01-13	100000

Homefront Training 2008 © F.A.B.C.

256 Kenneth Surin

*Synonymy*

$$\frac{1}{\sqrt{\pi}} \int_{-\infty}^{\infty} f(x) e^{-x^2} dx = \frac{1}{\sqrt{\pi}}$$

1143819

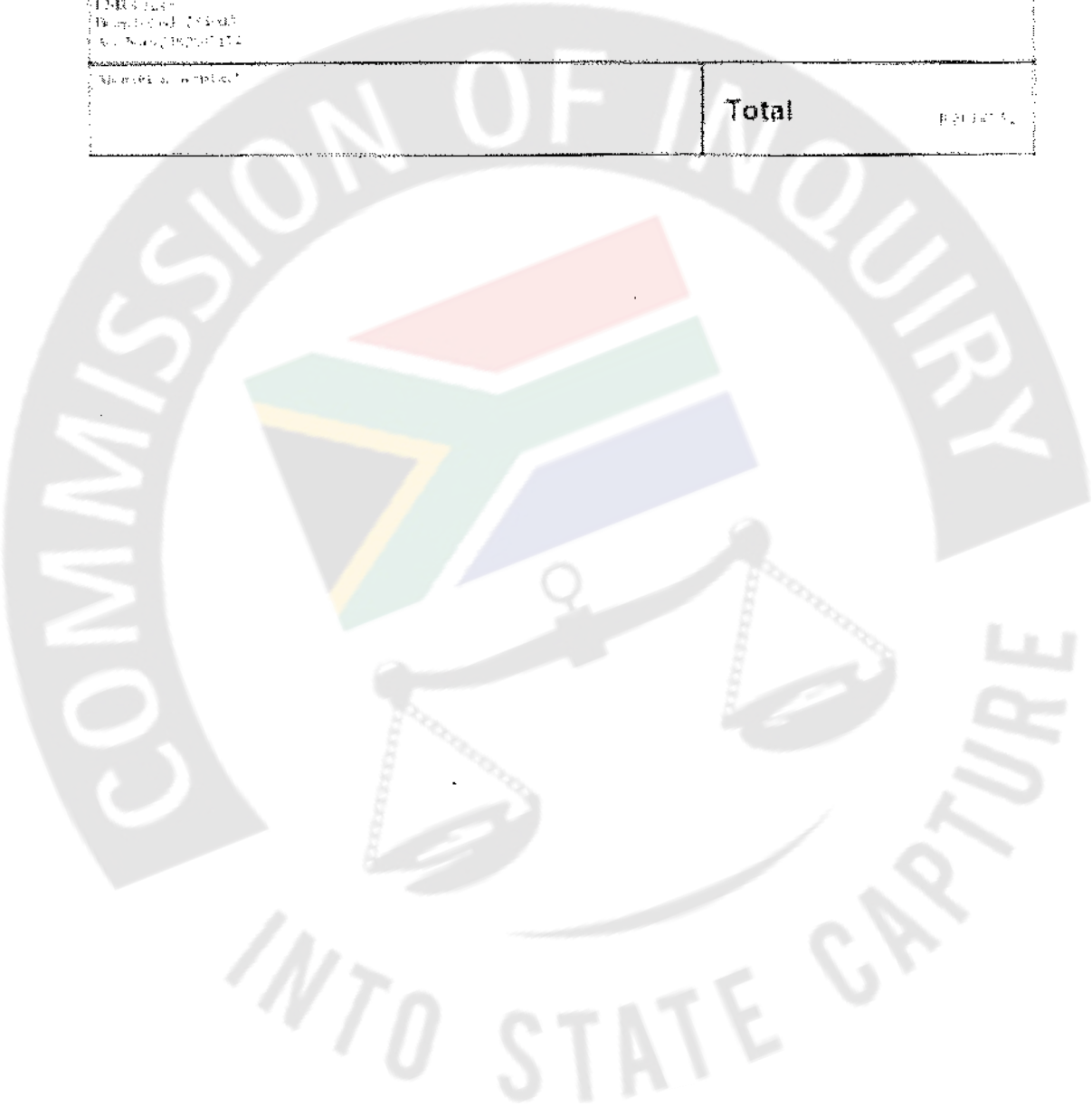
*Journal of Management Education* 30(6)p.789-804

$$f(x) = \frac{1}{x^2} : 2, 4, 6, 8.$$

<p>Module ID</p> <p>M100000000</p> <p>Module Name</p> <p>Mathematics</p>	<p>Module ID</p> <p>M100000000</p> <p>Module Name</p> <p>Mathematics</p>
--------------------------------------------------------------------------	--------------------------------------------------------------------------

Item	Description	Qty	Rate	Amount
1. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 150 Liters @ Rs. 100 per liter	150	100	15,000
2. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 100 Liters @ Rs. 100 per liter	100	100	10,000
3. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 50 Liters @ Rs. 100 per liter	50	100	5,000
4. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 25 Liters @ Rs. 100 per liter	25	100	2,500
5. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 12.5 Liters @ Rs. 100 per liter	12.5	100	1,250
6. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 6.25 Liters @ Rs. 100 per liter	6.25	100	625
7. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 3.125 Liters @ Rs. 100 per liter	3.125	100	312.5
8. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 1.5625 Liters @ Rs. 100 per liter	1.5625	100	156.25
9. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 0.78125 Liters @ Rs. 100 per liter	0.78125	100	78.125
10. Diesel Oil (Lubricant)	Diesel Oil (Lubricant) 0.390625 Liters @ Rs. 100 per liter	0.390625	100	39.0625

Name of the Respondent: ID No: Employed by: Address: Municipality:				
			Total	Page 12



Standard Bank Online Banking

2018/08/29, 16:01



Internet Banking  
Standard Bank Centre  
5 Simmonds Street, Johannesburg  
2001

P.O. Box 2677, Johannesburg, 2000  
Telephone: 0860 123 000  
International: +27 11 290 4701  
Fax: +27 11 631 4456

Website: [www.standardbank.co.za](http://www.standardbank.co.za)

Hello,

We confirm that the following payment has been made into your account from vincent:

Reference number	1404950657
Beneficiary name	ADRIAN
Bank name	FIRSTRAND BANK
Beneficiary account number	0000062982103134
Beneficiary branch number	250655
Beneficiary reference	VINCENT SMITH
Amount	R 22,740.52
Payment date and time	10 August 2018 08:40:42

If you need more information or have any questions about this payment, please contact:  
**vincent**  
**0832863006.**

Payments to Standard Bank accounts may take up to one day.  
Payments to other banks may take up to three business days.  
Please check your account to confirm that you have received this payment.

Regards,

The online banking team

Standard Bank Online Banking

2018/08/28, 16:00



Internet Banking  
Standard Bank Centre  
5 Simmonds Street, Johannesburg  
2001

P.O. Box 2577, Johannesburg, 2000  
Telephone: 0860 123 000  
International: +27 11 299 4701  
Fax: +27 11 631 4456

Website: [www.standardbank.co.za](http://www.standardbank.co.za)

Hello,

We confirm that the following payment has been made into your account from vincent:

Reference number	1407967101
Beneficiary name	ADRIAN
Bank name	FIRSTRAND BANK
Beneficiary account number	0000062382103134
Beneficiary branch number	250655
Beneficiary reference	VINCENT SMITH
Amount	R 6,407.00
Payment date and time	18 August 2018 10:02:36

If you need more information or have any questions about this payment, please contact:  
**vincent**  
**0832863006.**

Payments to Standard Bank accounts may take up to one day.  
Payments to other banks may take up to three business days.  
Please check your account to confirm that you have received this payment.

Regards,

The online banking team

---

**AFFIDAVIT OF ANGELO AGRIZZI**

---

I, the undersigned,

**ANGELO AGRIZZI**

declare under oath as follows:

**Introduction**

1.

1.1 I am an adult male businessman. I live in Johannesburg. I was born in Germiston, Gauteng. I am a South African Citizen.

1.2 I am married with children.

1.3 The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my belief are both true and correct.

2.

I understand that in my statement that I will incriminate myself in respect of potentially serious offences. In addition, I failed to report these acts as apparently required in terms of the provisions of Sec 34 of the Prevention and Combating of Corrupt Activities Act, Act 12, 2004 (PRECCA). I give this evidence freely and voluntarily. I have been offered no incentive or reward.



**Vincent Smith****24.**

24.1 Although I had met Vincent Smith earlier, I attended a meeting at a hotel on Rivonia Road Johannesburg during 2011 with Gavin Watson and Seopela. Vincent Smith and two other parliamentarians, Magagula (whose first name I do not know) and Winnie Ngwenya were present. During this meeting it became evident to me that those individuals were all members of parliament and members of the Standing Committee on Correctional Services. Vincent Smith also alluded to a previous discussion with Gavin Watson relating to the working relationship between the Department of Correctional Services and Bosasa.

24.2 During this meeting it was decided that these individuals would ensure at the parliamentary committee meetings, that the negative media coverage against Bosasa would not preclude further tenders being awarded to Bosasa. In return they received the following monthly payments in cash:

24.2.1 Vincent Smith – R45 000-00;

24.2.2 Magagula – R30 000-00; and

24.2.3 Winnie Ngwenya – R20 000-00.

24.3 Initially these payments were made to these individuals by Gavin Watson and Seopela. I assisted him in preparing the packages. But during 2016, I was entrusted to occasionally make these payments when Gavin Watson was unavailable.

24.4 I am able to provide details of further meetings relevant to the above to

any investigation.

24.5 At some stage, Vincent Smith intimated a reservation in regard to the credibility of Seopela and he insisted on dealing directly with myself or Gavin Watson. We then excluded Seopela from all arrangements.

24.6 At some stage the members of the standing committee were reviewed. Magagula and Winnie Ngwenya were no longer members of the committee and were therefore no longer part of the process. The payments to them stopped.

24.7 During 2016, the payments to Vincent Smith increased to R100 000-00 per month. These payments were made by Gavin Watson and were handed to Vincent Smith at meetings. When Gavin Watson was not available the money was given to me to deliver to Vincent Smith. At that stage, frequent meetings were held with Vincent Smith where he would brief Gavin Watson on the activities within the Department. He would also intervene when Zach Modise (hereinafter referred to as Modise) was appointed as the National Commissioner of Correctional Services to put pressure on the National Commissioner to ensure a favourable attitude towards Bosasa. He informed us during meetings that he would also assist during committee meetings in parliament to ensure favourable decisions towards Bosasa.

24.8 It was during this time that a crime incident occurred at Vincent Smith's house in Constantia Kloof in Roodepoort. Gavin Watson offered to instal a security system and a camera system at his house. I instructed Richard Le Roux (hereinafter referred to as Le Roux) to implement a Cathexis video system, an alarm system, electric fencing and various other security infrastructural hardware at his house. At a later stage, gate motors, electrical fencing and perimeter control were also installed at his house.

The equipment was paid for in cash and was installed by Sondolo IT (Pty) Ltd. I have further documentary evidence in regard to the above which I am happy to provide to the Commission.

24.9 Gavin Watson supplied me with a printout of an amount payable to Aberswyth University for the university fees of Vincent Smith's daughter. Vincent Smith indicated that this amount was to be paid via a cash deposit in an account called Euroblitz. This payment was made by Jacques Van Zyl at FNB on instruction by Gavin Watson (See **Annexure "H"**, a proof of payment).

24.10 Subsequent to this payment, I became aware of the fact that Vincent Smith had an interest in Euroblitz (Pty) Ltd. The payment for Vincent Smith's daughter's following year of study was paid to Euroblitz.

24.11 Pursuant to the Smith matter being raised in Parliament, Smith made a claim that I had arranged a loan to him. This is totally devoid of the truth. I would never have arranged a personal loan in cash, nor could I on behalf of the Bosasa arrange a loan for Vincent Smith. Everything I did was on instruction of Gavin Watson.

24.12 On one occasion Smith requested a loan from me. I refused. At the same time he offered to sell to me his shareholding in a hospital at Waterfall Estate. I refused the offer.

## Department of Correctional Services

### 25.

25.1 Prior to meeting Gillingham at Lindela in 2003, I was not aware of his involvement with Bosasa and/or Gavin Watson.

**S9**

**SUPPLEMENTARY  
AFFIDAVIT & ANNEXURE**

**OF**

**ANGELO AGRIZZI**

**Dated 26.03.2019**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

2<sup>nd</sup> floor, Hillside House  
17 Empire Road,  
Parktown  
Johannesburg  
2193  
Tel: (010) 214-0651  
Email:

[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Website: [www.sastatecapture.org.za](http://www.sastatecapture.org.za)

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**INDEX: EXHIBIT S9**

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Description	PAGES
Supplementary affidavit of Angelo Agrizzi	001 to 060
Annexures to the supplementary affidavit of Angelo Agrizzi	061
Annexure "EE"	062 to 077
Annexure "FF"	078 to 080
Annexure "GG"	081 to 084
Annexure "HH"	085 to 113
Annexure "JJ"	114 to 116
Annexure "KK"	117 to 119



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**SUPPLEMENTARY AFFIDAVIT**

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I, the undersigned,

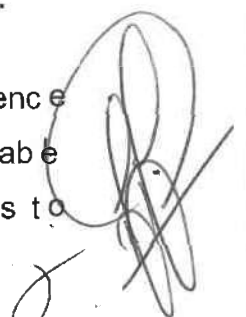
**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

declare under oath as follows:

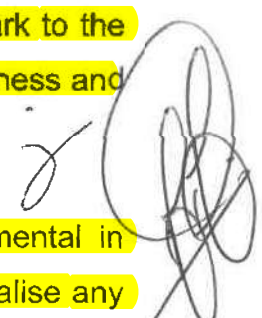
**1. BACKGROUND TO THE SUPPLEMENTARY AFFIDAVIT**

- 1.1 The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and are to the best of my belief both true and correct.
- 1.2 My original statement was done in a limited timeframe. I had been in contact with Frank Dutton, an investigator with the Commission of Inquiry into State Capture (*The Commission*) and have kept him updated throughout the process in relation to further information and facts relating to the matter.
- 1.3 I have previously deposed to an affidavit on the 15th of January 2019 and have previously given evidence before the Honourable Deputy Chief Justice Raymond Zondo (*Honourable Chairperson*) at the Commission held in Johannesburg.
- 1.4 I confirmed and stated under oath that I would supplement my original affidavit with further facts, details and information relating to the matters in question.
- 1.5 During the course of my evidence arising out of questions from the evidence leaders, Advocate Pretorius SC and his team, as well as the Honourable Chairperson requested certain clarification and confirmation with regards to



- 46 I have also requested the return of personal information from African Global Operations. This request has been refused.
- 47 In order to assist the investigation teams, I have indicated where the source Data will be found, provide "360 Degree imagery" that shows the relevant offices and storage places. I have also provided the investigation teams with access codes to the main server and repository of the information to assist them.
- 48 I have related the above events in some detail in order to refute any allegation that I may have been delaying the provision of information to the relevant authorities, including this Commission.
- 49 I wish to state further that even when I became aware and had personal knowledge of the corrupt activities being conducted, I was so involved in the complete culture of what was going on that I failed to report same to the authorities. I did in fact benefit from corrupt activities by way of bonuses and overseas travel.

**CEDRIC FROLICK**

- 50 I was initially introduced to Cedric Frolick by Daniel "Cheeky" Watson telephonically during a period when Bosasa was under severe attack from the media. The call was to inform me that Cedric Frolick would be visiting the Bosasa Business Park, at that stage known as Mogale Business Park, with a certain Buti Komphela whom I did not know at the stage.
- 51 I was then called in by Gavin Watson. The purpose of the meeting that was being scheduled was to arrange a visit to showcase the business park to the two gentlemen, so that they had an idea of the magnitude of the business and what it had to offer especially in terms of BEE development.
- 52 Gavin Watson stressed to us that Cedric Frolick would be instrumental in resolving the impasse with Vincent Smith and would be able to neutralise any
- 



negativity that would occur in the Parliamentary Portfolio Committee, at that stage chaired by Vincent Smith.

53 The reason I was told was that Cedric Frolick was in fact the "Chairman of Chairs" in parliament and could instruct Vincent Smith, and had the political ability to make other changes.

54 The visit took place. I recall specifically that I had to arrange transport from the airport. I cannot recall exactly but I think I had to book flights for both Frolick and Komphela via Blakes Travel in Randfontein.

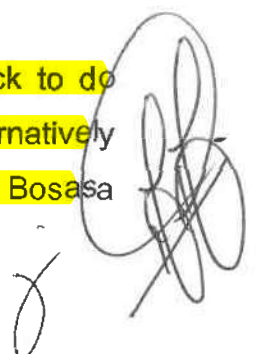
55 Special arrangements were also made for a "Golf Cart" to transport Komphela who was disabled and wouldn't be able to do the four-hour tour of the facilities by walking.

56 I recall that before seeing the visitors off, we were in the boardroom with Gavin Watson discussing the way forward regarding Vincent Smith. It was decided that Cedric Frolick would coordinate a visit with a certain "Ms Bailee" to meet with Vincent Smith at the parliamentary offices.

57 Cedrick Frolick requested that I also draft an official letter of introduction and a portfolio of the Bosasa group to be used as a cover.

58 What was specifically mentioned was that Gibson Njenje who was the "chairman" of Bosasa at the time would accompany me. It was agreed that Gavin Watson would not attend because in the event of a conflict, the matter could then be attributed to an error on my side. Gavin Watson did not want to compromise his standing with the ANC people he was close to.

59 It was in this specific meeting that Gavin Watson told Cedric Frolick to do whatever possible to ensure we would win over Vincent Smith, or alternatively to try and move him out where he couldn't be detrimental to the Bosasa contracts. During this discussion Komphela was on his phone.



60 Whilst we were discussing a potential approach to Vincent Smith, Gavin Watson excused himself and went to his vault. I remained in the boardroom with Cedric Frolick and Komphela. Gavin Watson returned and called Cedric Frolick out of the boardroom and I could see him hand him a security bag. Cedric Frolick placed it in his pocket. I knew without a doubt that it contained an amount in cash.

61 Gavin Watson always re-iterated that everything possible had to be done to deal with Vincent Smith who had become a problem to Bosasa and their contracts with the Department of Correctional Services.

62 Pursuant to them leaving I debriefed Gavin Watson on the discussions post him leaving the boardroom. He also explicitly then told me he had sorted out Cedric Frolick who was on board "100 percent".

63 Gavin Watson mentioned to me that I must remember we have to arrange R40,000 per month specifically for Cedric Frolick. This would be a standard arrangement and Watson would arrange to take it with whenever he was going to Port Elizabeth. I recall questioning Gavin Watson and asking him but how would he take it on a plane through security. He told me he had taken much larger sums through, and always received an escort from the Bosasa Security team and no one checked.

64 In addition to the aforementioned payments to Cedrick Frolick, travel costs for Cedrick Frolick would be paid for by Bosasa, via Blakes Travel. An example of one such payment is attached hereto as Annexure "KK". This is an email from Jurgen Smith to me dated 14 December 2010, with subject "*Invoice from Sure Blakes Travel Agency (Pty) Ltd*". The email stated that "*Angelo, Cheeky told me that this invoice must also be paid by Bosasa. Please advise. Doc*". Attached was an invoice number 27255 dated 14 September 2010, in the amount of R2,744.28 for 'accommodation' at the 'City Lodge OR Tambo with reference "VHR-25856" GUEST FROLICH MR C 21/8/2010 – 22/8/2010".

65 Shortly thereafter, Gavin Watson informed me that I needed to go to his brother in Port Elizabeth. I was to meet with Valance Watson at his house and



take a parcel of cash which he gave me, and which had been packed for Cedric Frolick.

66 I did what I was told to, including taking the package with me, which included the cash, to Valance Watson's home.

67 I met with Cedric Frolick at Valance Watson's house in, I think the area is called, Waverley in Port Elizabeth. I recall that while I was waiting, Valance Watson showed me a gym that he had built at his house, which he said they had hardly used.

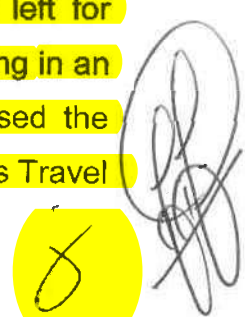
68 Cedric Frolick arrived at Valance Watson's house and we sat in the lounge. Valance Watson made coffee and discussed the strategy regarding certain political issues that took place in the previous days in Port Elizabeth.

69 Valance Watson then discussed the strategy for meeting with Gibson Njenje, Vincent Smith and myself.

70 I gave the package of cash to Valance Watson who later gave it to Cedric Frolick as we left the house.

71 Within a week of the meeting Gavin Watson received a call from Cedric Frolick. Gavin Watson told me that I was to accompany Gibson Njenje on an introductory meeting with Vincent Smith. It would be coordinated by Cedric Frolick. I was requested to prepare a portfolio of the Bosasa Group as well as a document that reflected the benefits of having Bosasa as a partner to the Department of Correctional Services.

72 I travelled to Cape Town and stayed in the same hotel used by the Parliamentary officials. I had breakfast with Gibson Njenje and we left for Parliament where we were met by Cedric Frolick. Whilst we were waiting in an office for Vincent Smith to arrive, both Gibson Njenje and I discussed the approach. The exact time and details would be on the records of Blakes Travel and my credit card statements.





73 When Vincent Smith arrived, he seemed extremely irritated by us being there. I tried to introduce the Company to him and he was extremely abrupt. I left the company brochures with him. Cedric Frolick collected us at the entrance and took us on a brief tour of the parliamentary offices. Cedric Frolick then took us to the canteen. We had a meal that he then paid for on what seemed a canteen card.

74 A specific incident comes to mind. Gavin Watson was extremely excited as no one had been able to meet the Minister of Justice and Constitutional Development, Michael Masutha.

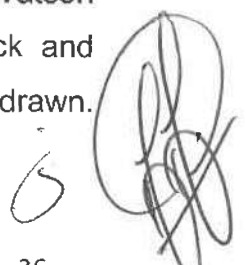
75 Cedric Frolick arranged with Valance Watson for an ANC rally or meeting to be held in Port Elizabeth. He would arrange with Valance Watson to accommodate Michael Masutha at one of the Watson's houses at a luxury estate. Gavin Watson flew down to Port Elizabeth the next week and was to arrange to have breakfast with Michael Masutha one morning.

76 Gavin Watson explained that it would be an impromptu meeting but that he would be able to then get Michael Masutha "on-board". The accommodation was arranged accordingly.

77 The aforementioned arrangement was also discussed in depth at a meeting held between Richmond Mti, Gavin Watson and myself, the following morning when we went to Mti for a meeting.

78 I relate below an incident to show how Cedrick Frolick related to African Global Operations.

79 During 2016 and 2017, African Global Operations was involved in litigation with the Department of Correctional Services. African Global Operations sought to set aside the award of a contract to its competitors. Gavin Watson and others had a meeting at my house. During this meeting Frolick and Vincent Smith were consulted. They advised that the litigation be withdrawn. Cedrick Frolick confirmed this to me personally over the telephone.



COMMISSION OF INQUIRY INTO STATE CAPTURE

HELD AT

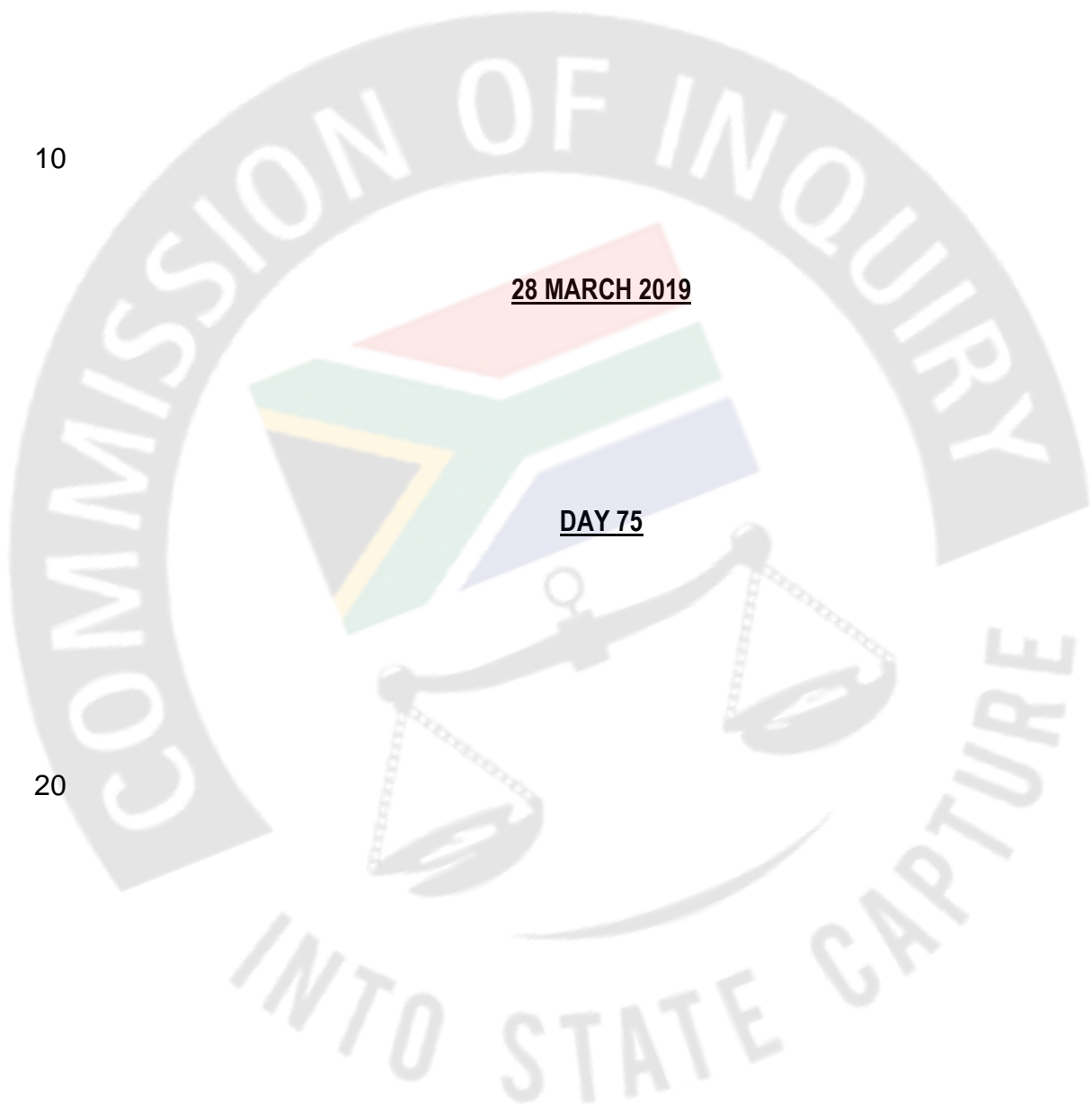
PARKTOWN, JOHANNESBURG

10

28 MARCH 2019

DAY 75

20



28 MARCH 2019 – DAY 75

**CHAIRPERSON:** You will.

**MR ANGELO AGRIZZI:** Sit and finish off, but I mention in the previous one I think it was Mr Vincent Smith's daughter as well who had a vehicle.

**CHAIRPERSON:** Oh, yes you did, *ja*.

**MR ANGELO AGRIZZI:** I do mention that.

**CHAIRPERSON:** *Ja*.

**MR ANGELO AGRIZZI:** And then I mention this one here.

**CHAIRPERSON:** Hm.

**MR ANGELO AGRIZZI:** And then there is another one.

10 **CHAIRPERSON:** Hm.

**MR ANGELO AGRIZZI:** But you know it only comes to mind when you start really talking about it.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** And that.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** You know, bearing in mind.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** You know these are prepared very quickly and.

**CHAIRPERSON:** Hm.

20 **MR ANGELO AGRIZZI:** You know we write them down, write them down, write them down.

**CHAIRPERSON:** Yes, yes okay. Well if and when you remember or you see something that reminds you of things that are relevant, you know, let the legal team or investigators know.

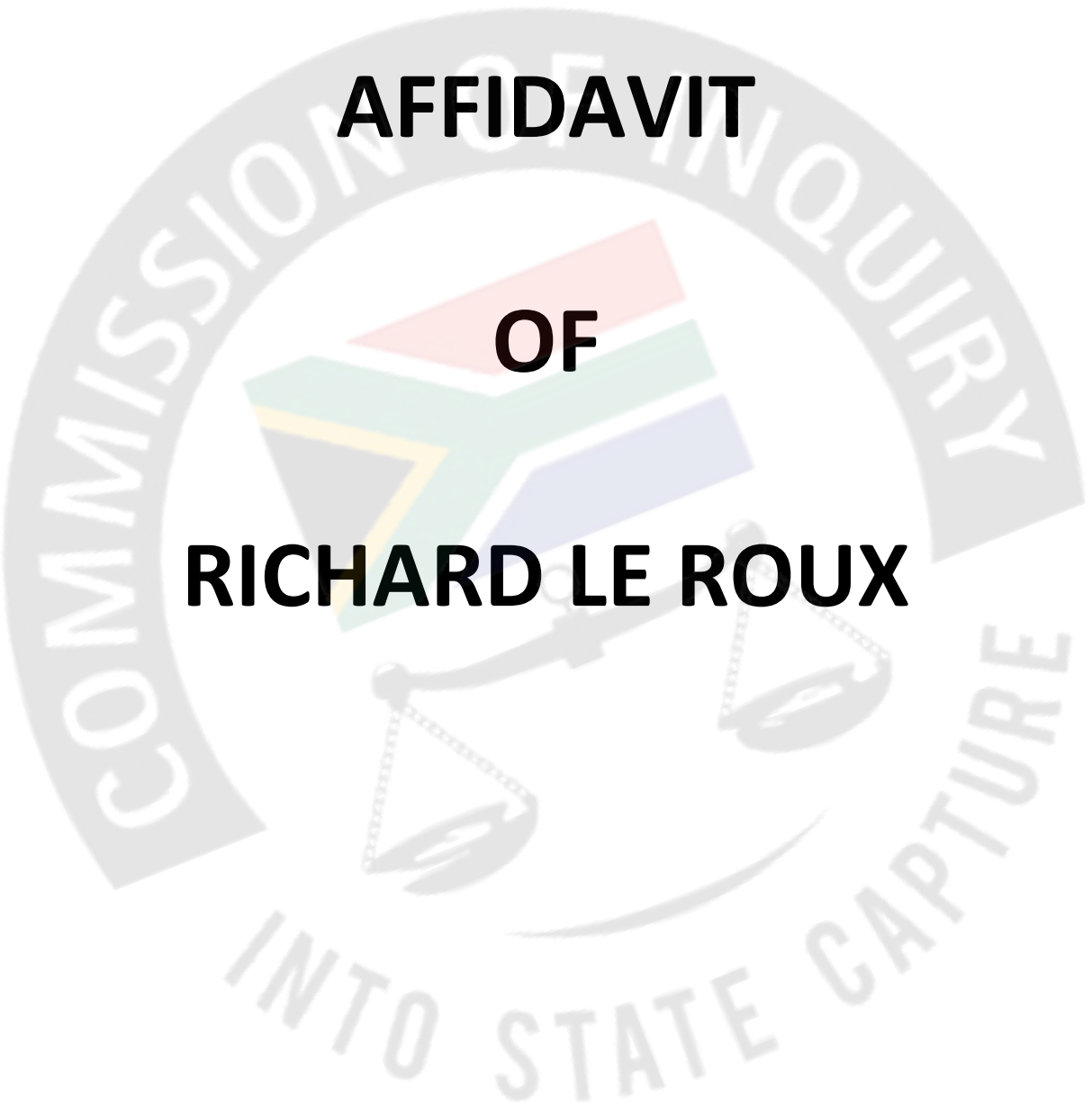
**ADV PAUL JOSEPH PRETORIUS SC:** Yes. You will understand Mr Agrizzi if we have

T3

**AFFIDAVIT**

**OF**

**RICHARD LE ROUX**





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DESCRIPTION	PAGES
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RLR-008

was told to stay away from the office as there were people there to arrest me in connection with the robbery at the Dudu Mayeni's premises in Richards Bay.

40. Angelo Agrizzi got on the Phone with Trevor and got him to sort it out.

41. We installed the following:

41.1 A full offsite Monitoring CCTV system IP Based cameras;

41.2 Electric Fencing;

41.3 Full Alarm System with beams;

42. This was valued at approximately R250 000.00 which was paid for by Bosasa.

43. In respect of Richmond Mti, I was instructed by Angelo Agrizzi and Gavin Watson to attend to Richmond Mti's premises. In the morning I was on a flight to Port Elizabeth and Gavin Watson was fortuitously on the same flight as me and he said to me that I must please just make sure Richmond Mti's premises gets done quickly and I replied I will get it done Sir. We installed the equipment at the following premises:

43.1 Greenbushes Plot, Eastern Cape – Full 21 strand electric fence was installed perimeter safety lighting; and

43.2 Colchester, Eastern Cape – Full electric fence, Perimeter Lighting – Repair alarm systems.

44. The total value of the above installations was approximately R350 000.00

**PROJECT JONES**



RLR-009

45. In respect of Vincent Smith, the SCOPA Chairman, I called this project Project Jones. I was instructed by Gavin Watson with follow ups by Angelo Agrizzi and I installed and attended to the following:

45.1 Roodepoort Residence – Electric Fencing, IP CCTV system;

45.2 Continuous maintenance was done on the electric fence and when the router used to pack up we I would purchase a new one with the company credit card and we would setup the router so that Vincent could see the cameras on his phone;

45.3 There is Video footage of the Bosasa / African Global technicians after I was taken off special projects of them removing the cameras there vehicles can be verified and the registration numbers can be traced back to Bosasa I can provide the names on the video as well if you want.

46. The total value of the above equipment installed was approximately R200 000.00.

#### PROJECT BRAMLEY

47. We attended to Project Bramley for Thabang Makgwetla, the Deputy Minister Correctional Services. Gavin Watson called me and he instructed me to keep it confidential I then called up Angelo Agrizzi who was not aware at this stage of Project Bramley but he said to me he would call Gavin Watson and confirm what needed to be done.

48. I attended to the following work:

48.1 Maintenance was done on the electric fence and alarm systems after the installation; and





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## **EXHIBIT T 21**

**RICHARD LE ROUX**





**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
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**AFFIDAVIT**

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I, the undersigned,

**RICHARD LE ROUX**

do hereby state:

1. The facts deposed to herein are true and correct and, save where the context indicates otherwise, within my personal knowledge.
2. This affidavit is submitted for purposes of providing evidence to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State ("**the Commission**").

**Background**

3. As a background to this affidavit I wish to state that I previously submitted an affidavit to the Commission and testified before the Commission on 31 January 2019.
4. I testified that whilst employed by Sondolo IT (which later changed its name to Global Technology Systems and is a subsidiary of Bosasa):
  - 4.1. Part of my duties was the implementation of what was called "Special Projects" and I was the head of the Special Projects team;
  - 4.2. These projects included the purchase and installation of Closed Circuit Television systems ("**CCTV systems**") and other security equipment for high profile associates of Gavin Watson as well as the Bosasa Directorate;
  - 4.3. Accounts would be opened at security stores as cash accounts in Mr Angelo Agrizzi's name and I would receive the cash from Jacque Van Zyl and Angelo Agrizzi to pay for the equipment. This was as Bosasa did not want to reflect the purchases on their accounting records.

*mlc* 1

*“Mti: When in PE next please chech Colchester alarm continue to make noise wh1 en switching off and Greenbushes switcher got lost and we can't activate. Can bring spare one*

*Le Roux: Hi Sir Angelo is off sick at the moment and will only be back in March please can you speak to Gavin with regards to the faults. Thanks*

*Mti: Will do when are you going to be in Pe next ? Will talk to Gavin was with him yesterday I would have told him. Flying back to Pe now. Please when down come over will advise Gavin”*

**Vincent Smith**

80. I testified that the project for the work performed at Vincent Smith’s premises was called Project Jones. From the description on the Statement of Account and invoices I can identify the following were for work performed at his premises:

Date	Reference	Branch	Debit
02/09/2014	Inv 0002409188 E/FENCE	WILR	12 146,47
10/09/2014	Inv 0002409732 stock	WILR	682,06
10/09/2014	Inv 0002409840	WILR	22,00
09/10/2014	Inv 0002411929 richard	WILR	1 013,46
09/10/2014	Inv 0002411930 richard	WILR	28 120,38
09/10/2014	Inv 0002411962 richard	WILR	5 103,78
09/10/2014	Inv 0002411964 richard	WILR	2 541,06
Total			49 629,21

81. Copies of these specific invoices are attached hereto as Annexure RLR 10.
82. In addition to the above, certain electric fence items were purchased from a company called Complete security Systems in Muldersdrift.
83. I personally attended to the installation together with another 4 Technicians, which took us a minimum of 20 days to complete.
84. I have estimated the cost of the installation and vehicle travel (excluding the cost of the equipment), is as follows:
- 84.1. The labour cost for the 20 days would be R144 000.00; calculated as follows:



84.1.1. Technician rate per hour @ R180.00;

84.1.2. Cost per day per Technician: R180.00 p/hour X 8 hours =  
R1 440.00;

84.1.3. Cost per day for 5 Technicians: R1 440.00 x 5 = 7 200.00;

84.1.4. Total cost R7 200.00 x 20 days = R144 000.00.

84.2. Traveling with 3 vehicles for approximately 40 kilometres from the Bosasa Head Office to Roodeport and back at R3.00 per Km = R7 200.00. (calculated at 40 km x 3 vehicles = 120 Km per day @ R3.00 per Km = R360.00 per day x 20 days = R7 200.00)

85. The total approximate cost of the equipment, vehicle travel and labour is thus **R200 829,21.**

86. This is calculated at R49 629,21 (Equipment at Regal Security) + R7 200.00 (vehicle travel) + R144 000.00 (Labour) = R200 829,21.

87. The above excludes the cost of the electric fence items and miscellaneous costs.

88. In respect of maintenance I can state that:

88.1. We went there on numerous occasions to perform maintenance on the system. As examples I attach hereto two WhatsApp messages between myself and Mr Vincent Smith as **Annexure RLR 11**, described as follows:

Message from Vincent Smith on 30 July 2016: "Hi Ruchard the alarm has gone off the whole morning. Message is fence 1 and service. Please check it out next week when you find time. There is someone at home the entire day the entire week. Thank you sir"

Le Roux response: Hi I will get them to go there early next week for you sir and give you feed back

MLC

Message from Vincent Smith on 28 March 2017: "Spoke to Gavin on Sunday and this morning about moving camera. He has no problem. Regards."

88.2. There was one or two occasions that we had to buy new routers for the CCTV system due to it having been stuck by lightning. This was purchased on my credit card;

88.3. We installed a system on Mr Vincent Smith's cell-phone so that when he was in Cape Town he could check on his cameras at his Roodeport home; and

88.4. At one stage called out to assess the main gate that had been driven into by a vehicle. We had to fix the electric fence on the gate once it had been repaired. I took photographs of the damaged gate when I was on site assessing the repairs required and copies of these are attached hereto as Annexure RLR 12.

**Mbulelo Gingcana**

89. I testified that the project for the work performed at Mbulelo Gingcana's premises in Randburg was called Project PRASA. From the description on the Statement of Account and invoices I can identify the following were for work performed at his premises:

Date	Reference	Branch	Debit
26/04/2016	Inv 0002461408 project sd	WILR	40 574,60
26/04/2016	Inv 0002461410 project sd	WILR	3 351,60
10/05/2016	Inv 0002462345 project sd	WILR	4 760,64
Total			48 686,84

90. Copies of these specific invoices are attached hereto as Annexure RLR 13.

91. I am able to identify the invoices from the description on the documents which refer to "project sd". The reference "SD" stands for Syvion Dlamini who was the director of the Bosasa Youth and Development centres.

92. Mr Dlamini mentioned to me that Mbulelo was the head of procurement at PRASA, which is why I call this project PRASA.



## **EXHIBIT T 18**

**BRIAN BLAKE**



**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE CAPTURE,  
CORRUPTION AND FRAUD IN THE PUBLIC SECTOR INCLUDING ORGANS OF STATE**

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3.	<b>Annexure BB4</b> -Invoice for M Bopape/Jade Orren/S Xulu	056 to 057
4.	<b>Annexure BB5 to BB11</b> - Invoices for Katleho Mokonyane	058 to 065
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6.	<b>Annexure BB14 to BB35</b> - Invoices for Dudu Myeni	069 to 091
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AFFIDAVIT

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I, the undersigned,

**BRIAN DOUGLAS BLAKE**

do hereby state under oath:

1. The facts deposed to herein are true and correct and are, save where the context indicates otherwise, within my personal knowledge.
2. This affidavit is submitted for purposes of providing evidence to the Commission of Inquiry into State Capture ("the Commission").

**Background**

3. I am an adult male, 61 years of age, residing in the Gauteng area. I am the Managing Director and 50% shareholder of Blakes Travel Agency (Pty) Ltd, registration number 1970/015179/07, trading as Blakes Sure Travel ("Blakes Travel").
4. I have been employed at Blakes Travel since 28 June 1980 and have been the MD of the company since 14 December 1994. By virtue of my position, I have access to all the financial and travel records in relation to the travel accounts at Blakes Travel.
5. Our services include, but are not limited to the following:
  - 5.1. Making travel arrangements, including booking flights and/ or accommodation as well as arranging car hire and/or other transport requirements for the client; and
  - 5.2. Attending to client's requests.

### Provision of information

6. In January 2019, Mr Angelo Agrizzi ("Agrizzi") testified before the Commission that various Government employees received benefits from Bosasa via travel and accommodation being booked through Blakes Travel.
7. Prior to the testimony of Mr Agrizzi, I had been approached by Colonel Smit from the South African Police Services ("SAPS") who required information relating to bookings made by Blakes Travel for a certain Mr Gillingham ("Gillingham") and Mr Mti ("Mti").
8. I provided this information to the SAPS and deposed to an affidavit regarding my dealings with Bosasa and Gillingham and Mti.
9. After the testimony of Agrizzi, I contacted the Commission and indicated that I had various travel records in my possession that could be of assistance to the Commission.
10. I then handed the relevant invoices and documents to the Commission, certain of which are attached to this affidavit.

### Operations with Bosasa

11. The main account with Blakes Travel was in the name of Bosasa Operations (Pty) Ltd ("Bosasa Operations"). There was also a second account in the name of Bosasa Operations VIP ("Bosasa VIP"). However, over the years the account used changed as follows:
  - 11.1. During 2005, I was requested to close the Bosasa VIP account and to open a personal account in the name of Mr. A Agrizzi;
  - 11.2. During 2009, Agrizzi requested that the Mr. A Agrizzi account to be closed and a new account to be opened under the name of Mr. C Venter;
  - 11.3. During 2012, Agrizzi made a request that the Mr. C Venter account be closed and a new account under the name of Mr. JJ Venter be opened.

**Other individuals**

30. The schedule attached to this affidavit provides the detail of the travel and accommodation as well as the cost associated therewith. A summary of the names of other individuals, excluding Gillingham and Mti, is as follows:

30.1. Kalleho Mokonyane;

30.2. Mohamed Moorad;

30.3. Dudu Myeni;

30.4. Trevor Fourie;

30.5. B Smith;

30.6. Vusi Mbasela;

30.7. B Njenje;

30.8. Joel Mbatha;

30.9. Peter Daluxolo;

30.10. Phumlani Seyema;

30.11. Jacobus Du Toit;

30.12. Gavin Watson;

30.13. S Seopela;

30.14. William Mansell;

30.15. Andries Van Tonder;

30.16. Angelo Agrizzi.

**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES****14 October 2009****Venue: M46, Marks Building****AGENDA: DCS BRIEFING: OUTSOURCING****MINUTES OF PROCEEDINGS<sup>1</sup>**

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**ATTENDANCE****1. Committee****African National Congress (ANC)**

Mr S Abram; Ms MN Mdaka; Ms MF Nyanda; Ms MN Phaliso; Mr VG Smith (Chairperson)

**Democratic Alliance (DA)**

Mr J Selfe; Mr A Fritz

**Congress of the People (COPE)**

Ms BC Blaai

**Apologies**

Ms W Ngwenya

**2. Support Staff**

Ms C Balie (Committee Secretary); Mr M Vumazonke (Committee Assistant); Mr M Mathabathe (Committee Researcher)

**3. Officials****Department of Correctional Services**

Ms J Schreiner – Acting National Commissioner; Mr T Motseki – CDC Corrections, Mr M Ngubo – DC: Supply Chain Management

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**RELEVANT DOCUMENTS**

DCS PowerPoint presentation: Outsourcing

Responses to concerns raised during 26 August quarterly report hearing

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**SUMMARY**

The Committee raised a number of concerns related the feasibility of the DCS' excessive outsourcing and in particular the multi-million rand nutrition contract. The integrity of adjudication process should be protected by ensuring that there was no conflict of interest, and that the process was as fair and inclusive as possible.

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<sup>1</sup> Adopted without amendments on 17 November 2009

## MINUTES

### 1. OPENING REMARKS

The Chairperson welcomed the DCS and thanked them for the timeous submission of responses to outsourcing-related questions raised during the 26 August administrative hearings. Hopefully that day's interaction would provide clarity on whether there is a need to outsource to the extent that the DCS does, how long the DCS envisioned the services in question to be outsourced, and whether the contracts ensured that skills were transferred from the service provider to DCS staff, in order for the DCS to eventually be self-sufficient in the areas currently being outsourced.

### 2. DCS BRIEFING

Mr Ngubo made the presentation which was preceded by the following introductory remarks by the acting National Commissioner.

The DCS did not outsource any of its core functions. Only non-core functions have from time to time, due to temporary staff shortages been outsourced. The DCS has over the past four years, moved away from an ad-hoc approach to technology to a more integrated strategy, which led to them having to consider different elements of technology procurement as well as having new technology developed for them where necessary. The DCS ensured that skills were transferred from the contractors to its staff. The duration of contracts, and the skills that had to be transferred within that time were informed by feasibility studies.

The DCS appreciated the need for it to consistently improve on its service delivery and has learnt a number of lessons related to procurement. They have realised for instance, that the more integrated their long-term planning, the better the procurement of goods and services could be managed. The procurement process was now being mapped making timeframes clearer. Cost-benefit analyses were done to determine whether a contract was financially viable. These analyses were also useful in assessing the degree of risk associated with outsourcing and co-sourcing.



### 3. DISCUSSION

#### 3.1 Cost-benefit analysis

The Chairperson pointed out that while that day's presentation claimed that cost-benefit analyses were standard when it came to the DCS' procurement of outside services, the previous day's meeting had revealed that no such analyses had been done in relation to the two public private partnership (PPP) correctional centres. This was particularly distressing given the fact that the annual cost of the PPP centres increased by about 10%, while the DCS' own budget only increased by 8% on average. This could only result in some of the services the DCS was meant to deliver, not being delivered effectively.

#### 3.2 Training of middle management/skills transfer

The DCS spent much on the training of middle management and the Chairperson wondered why the DCS did not make use of government institutions such as South African Management Development Institute (SAMDI) whose core business was to provide training. He suggested that it was more cost-effective to make use of a central body that could provide such training to all departments.

Mr Selfe recalled that two years earlier, the DCS had commissioned a R10 million base-line skills audit. To his knowledge that audit had yielded no results. The audit and its outcome was not mentioned in the presentation and he wondered whether there were other contracts that had also been omitted.

Ms Schreiner confirmed that the Safety and Security Sector Education and Training Authority (SASSETA) had done such an audit, and that there had also been a shorter-term audit covering a range of matters. She undertook to provide the information at a later stage. That day's presentation only dealt with current contracts. Information related to contracts that have been completed could be provided if necessary.

#### 3.3 Nutrition services

The DCS' core function was to accommodate offenders. The Chairperson therefore failed to understand its claim that, 15 years after democracy, it did not have the facilities or infrastructure to provide meals to the more than 150 000 people it accommodated at present.

Mr Selfe noted that the latest BOSASA contract, which was essentially a continuation of the earlier one, costed the DCS R838, 3 million. The re-award had resulted in the transfer of the then National Commissioner to the Sports and Recreation Department. BOSASA had been awarded the contract despite being under investigation by the Special Investigating Unit (SIU). According to its report that still had to be presented to the Committee, the SIU has uncovered evidence of corruption and of the supplier manipulating tender specifications. The SIU recommended significant recoveries and the seizure of assets, and has referred the matter to the National Prosecuting Authority (NPA). He sought clarity on how despite the company having been under investigation by a state institution, the DCS had awarded the contract to them again.

Mr Motseki explained that the awarding of contracts was governed by certain institutional arrangements, policies and legislation. The DCS had to evaluate whether bidders met the criteria advertised and could not be influenced by anything. The company later became the subject of an investigation the outcome of which will probably raise questions, but at the time of the awarding of the contract the outcome had not been known and had therefore not been taken into account. He was confident that the DCS had awarded the contract to a company that met all the necessary requirements. He requested that the matter not be discussed then, but that the process currently underway be allowed to run its course.

Mr Madasa thought it necessary for the DCS to make an objective evaluation of the impression the re-awarding of the contract to the controversial company had created. The award had resulted in other companies being disqualified and that was a concern. If part of objective of awarding such contracts is empowerment through the State, but other companies were continuously excluded because they failed to meet the requirements, the DCS should reflect on what it is doing or could be doing to assist others to meet criteria. The current Committee and its predecessor's dissatisfaction is understandable because it appears as though the contract in questions had now, perhaps unintentionally, become a retainer, with the contractors apparently creating an industry out of a government department. He added that members of the Committee were politicians and public representatives and therefore concerned with the political, social and economic impact the situation is having, and suggested that the DCS find a politically acceptable solution.

The Chairperson agreed that a monopoly by one company could not be allowed as it created the impression that one company was favoured. The matter would be re-opened for discussion once the processes emanating from the investigation have been completed. It would also be discussed when the SIU briefed the Committee on its DCS-related investigations.

Ms Schreiner said that the DCS shared the concerns raised and therefore was already addressing some of the issues. They met with potential service providers to empower them

around government tender requirements in the hope that that would increase compliance. The DCS has also started to encourage the establishment of consortia to ensure that contracts were not always awarded to the same companies. Scope also had to be created for different service providers to bid for contracts across management areas, to avoid one company providing services to all areas. Tender specifications had to be developed to encourage this.

Ms Phaliso wondered why the centres serviced by BOSASA could not be renovated so that they could provide meals themselves.

Ms Schreiner replied that one had to guard against assuming that new centres had to be built if the DCS is to provide all its nutrition services itself. Although there was an ongoing upgrading and renovation process, the DCS was not responsible for the upgrading and renovation of existing facilities. She assured the Committee that despite these challenges the DCS would try its best to find solutions.

Mr Motseki suggested that the Committee schedule a joint meeting with the DCS and the Department of Public Works (DPW) to discuss facilities-related matters. Such an interaction would enable the Committee to get a better understanding of the problems related to having budgets residing in different departments and how that could impact negatively on service delivery.

Mr Fritz disagreed that catering was not the DCS' core function: only 7 of the 48 management areas outsourced nutrition services while all others were providing the service themselves. In his opinion, the catering contract had been "invented" in order for "some other people" to benefit and that Parliament has been misled as to the need for outsourcing.

Mr Abram agreed that the DCS' core function was to provide shelter, clothing and food to inmates and asked whether the DCS had exhausted all other avenues before deciding to outsource services. Given South Africa's unemployment rate the DCS should, instead of taking the easy way out, do all it can to assist in creating decent jobs.

Ms Schreiner explained that some of the matters raised were the subject of a feasibility study currently underway. The DCS' options in relation to nutrition services would be thoroughly investigated. The decision to outsource nutrition services in the 7 management areas had been carefully considered. The areas in question were the biggest management areas and had massive numbers of both staff and offenders. Their kitchen facilities were inadequate and needed major renovations. Where costs could be limited they were e.g. contractors were obliged to use some the DCS' own produce where possible. She added that DCS facilities varied in terms

of the resources that could increase self-sufficiency: some had farms, others bakeries, etc. Such restrictions notwithstanding, the DCS was exploring avenues for increasing their self-sufficiency.

Mr Motseki explained that the repairs to Johannesburg Correctional Centre had taken almost two years, and had the DCS not outsourced services for that period, the 12 000 offenders housed there would have had to be transferred elsewhere.

Ms Nyanda asked what the outcome of the feasibility study of whether the DCS needed to outsource services had been. [This question was not responded to]

Mr Abram sought clarity on why the DCS had to pay to have its needs assessed. Were the heads of centres not able to provide that information? Mr Motseki explained that the law required that feasibility studies be done when services are to be outsourced.

Ms Blaai asked whether offenders assisted with catering at the centres where services were outsourced. The Chairperson clarified that where the services were outsourced, the companies provided all services – no offenders worked in the kitchens.

### **3.4 Cleaning services/ maintenance**

The Chairperson could not understand why the cleaning services and basic maintenance work had to be outsourced when correctional centres all over the country housed offenders who spent their days in cells doing nothing. The offender population had to include artisans who could assist with maintenance work, and if not money would be much better spent on skilling offenders not only to be productive upon release, but also while incarcerated.

### **3.5 BEE verification**

Mr Madasa noted that according to the presentation a large percentage of the contracts were awarded to black economic empowerment (BEE) companies. Commenting that in South Africa most companies that claimed to be such were not, he asked how the DCS verified such companies' bona fides and capacity to deliver. Often such companies lacked capacity and ended up outsourcing the services they were hired to provide, resulting in the intended empowerment falling by the wayside.

Mr Ngubo explained that the tender document had to be accompanied by additional information indicating whether a company was a joint venture and if so who the other shareholders were.



Names and identity numbers of all shareholders had to be provided too. All companies were checked against the National Treasury database and were vetted to determine whether they have ever defaulted on contracts entered into with other departments.

### **3.6 Integrity of adjudication process/conflict of interest**

Mr Madasa was surprised that according to the presentation officials involved in the evaluation process only had to declare such interests. He would have imagined that they had to recuse themselves from the process entirely. Mr Ngubo confirmed that if an official had an interest he or she had to declare and automatically recuse him or herself.

Mr Madasa said that the Public Service Commission's (PSC) report on financial misconduct for the period 2007/08 reflected that a number of managers failed to declare such interests. He wondered whether the DCS was aware of such managers within its ranks.

Ms Schreiner explained that there were two types of declaration. Senior managers had to declare financial interests every year to the PSC. They DCS has managed to do that for the period 2008/09 and was in the process of verifying whether any managers had failed to do so within the deadline. The declaration referred to in the presentation was a requirement for all those participating in the adjudication process: such officials had to declare any relationship to the companies involved.

The Chairperson asked whether the Acting National Commissioner was aware of any DCS official who has benefitted from doing business with the DCS.

Ms Schreiner confirmed there have been disciplinary processes involving staff who have either directly or through their families benefitted from such business. Following a recent meeting with the Standing Committee of Public Accounts (SCOPA), further processes were instituted. She could provide a full list of such officials in writing. The Auditor General of South Africa (AGSA) had also identified four possible cases and the DCS was in the process of verifying them.

The DCS was trying to identify and manage such breaches by correlating the information provided in financial disclosures, applications of staff to do extra remunerative work within the public service, and information on the Companies and Intellectual Property Registration Office (CIPRO) database. The SIU's work with the DCS has also generated a tool that would be used on a regular basis to identify staff who may have been involved in business with the DCS, for the DCS to follow up and take disciplinary steps where necessary. At present that tool was used after



contracts have already been awarded. It would however be more useful to use it early in the adjudication process, ideally before contracts have been awarded.

Mr Fritz asked whether it was true that, as indicated by the Minister three weeks earlier, a regional commissioner was being investigated for failing to declare his or her financial interests.

Ms Schreiner confirmed that one regional commissioner had been suspended and that other cases were being investigated. None of these have resulted in suspensions.

The Chairperson asked whether the suspended regional commissioner was under suspension for having benefitted directly from a contract with the Department.

Ms Schreiner declined to comment, as the matter was sub judice. She could confirm that a regional commissioner had been suspended and that the AGSA had identified people who had business interests in or connections to companies that were doing business with the DCS. None of these have resulted in suspensions yet.

### **3.7 Internal audit**

Ms Blaai asked whether the hired auditing company has been paid their R20 million fee. Ms Schreiner said that the contract spanned 3 years and she could not confirm how much of that fee has already been paid. Mr Ngubo added that the company was paid for services rendered, and was not paid the entire amount upfront. The auditors are rated differently, and the DCS was invoiced according to the skill used.

### **3.8 Protracted staffing processes**

Ms Phaliso commented that staff shortage was no justification for outsourcing because the DCS ought to do more to speed up the filling of vacancies.

Ms Schreiner explained that the DCS' staffing challenges had two facets: a prolonged recruitment process and its retention strategy. An internal audit had found that more than anything else it was the DCS' ability to retain specialist staff such as internal auditors that was a challenge. The DCS was not unique, at least not as far as the retention of internal auditors was concerned: internal audits moved rapidly from department to department, partly because salaries differed from one to the next. The recruitment process was also a challenge and the DCS had found that where there

was no integrated planning, staffing challenges arose. The vetting process was also prolonged due to capacity constraints in the National Intelligence Agency (NIA).

### **3.9 PPP contracts**

Ms Phaliso sought clarity on how the DCS had arrived at the 25-year contracts agreed to with the two PPP correctional centres.

Ms Schreiner said that the length of those contracts may have been influenced by the processes that had been in place at the time that those contracts were negotiated. It also had to be borne in mind that that process had taken place ahead of the National Treasury PPP regulations and guidelines that are in place at present.

Mr Motseki confirmed that the contracts predated both the Correctional Services legislation and the National Treasury regulations that required a feasibility study. The Act allowed such contracts to be up to 25 years long. Part of what the DCS has since learnt is that it took a minimum of 15 years before the cost benefits of the prisons were realised.

## **4. CLOSING REMARKS**

Ms Phaliso was not satisfied with the information presented that day, particularly with the absence of clear timeframes and the detail of the progress that has been made in terms of the DCS becoming more self-sufficient, the strategy for renovating correctional centres and the progress on whether the 2 PPP correctional centres could be converted to dedicated youth centres. The presentation failed to convince her that the DCS' outsourcing was justified.

The Chairperson thought it necessary for the DCS to clarify how it defined its core business. If humane detention is their core business or part thereof, the DCS would have to provide meals and that provision would have to be part of their strategy.

Given the cost the Committee has no choice but to continue raising concerns around the DCS' outsourcing of services. The DCS could not continue spending the amounts it was spending on services that were not related to its core functions. There were certain costs related to outsourced services that could be cut immediately and in his opinion, the DCS should do so, else the Committee and Parliament would be compelled to "name and shame" those spending public

funds irresponsibly. The DCS should be able to prove that money spent contributed in some way to the improvement of all South Africans' lives.

The meeting adjourned at 12h00 and the next meeting will take place at 09h00 on 21 October 2009.



**Chairperson: Mr V G Smith**

17 November 2009

**Date**



**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES**  
**17 November 2009**  
**Venue: Committee Room 2, 120 Plein Street**  
**Time: 10h00**

**AGENDA: BRIEFING BY THE SPECIAL INVESTIGATING UNIT ON ITS DEPARTMENT OF  
CORRECTIONAL SERVICES-RELATED INVESTIGATIONS**

**MINUTES OF PROCEEDINGS<sup>1</sup>**

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**ATTENDANCE**

**Committee**

**African National Congress (ANC)**

Mr S Abram; Ms MN Mdaka; Ms MF Nyanda; Ms MN Phaliso (ANC); Mr VG Smith (Chairperson)

**Democratic Alliance (DA)**

Mr J Selfe

**Congress of the People (COPE)**

Ms BC Blaai

**Apologies**

Ms W Ngwenya (ANC); Mr Z Madasa (ANC); Mr A Fritz (DA)

**Co-opted Member**

Ms TJ Tshivase (ANC)

**Support Staff**

Ms C Balie (Committee Secretary); Mr M Mathabathe (Committee Researcher)

**Special Investigating Unit officials**

Adv W Hofmeyr (Head); Mr J Welsh (Senior Legal Representative); Mr M Lisa (Head: Cape Town)

**Relevant documents**

1. SIU PowerPoint presentation
  2. Draft Oversight Report: 5 and 6 August oversight visit to Pollsmoor and Malmesbury Correctional Centres
  3. Draft minutes: 8 July; 18, 26 August, 2, 8,9,16 September, 13,14 October, 4 November
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**SUMMARY**

The SIU briefed the Committee on its DCS-related investigation but took care not to compromise cases subject to further investigation and litigation. While much of what was reported was very shocking to the Committee, Members, for fear of jeopardizing ongoing proceedings, agreed that possible further discussion around specific matters could take place at a later stage.

The Committee adopted its 5 and 6 August oversight report without amendments as well as its 18 and 26 August, 2,8,9 and 16 Sept, 14 October and 4 November minutes.

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<sup>1</sup> Adopted on 23 February 2010

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## PROCEEDINGS

### 1. OPENING REMARKS

The Chairperson welcomed all present.

### 2. SPECIAL INVESTIGATING UNIT BRIEFING

Adv W Hofmeyr explained the origins of the SIU, its development as well as the composition and skills of its staff. The SIU has over the past 5 years developed a multidisciplinary approach, and has been working with the DCS since 2002, after the Jali Commission of Inquiry, when the first partnership was signed. The SIU's investigations had first focused on fraud in the medical aid area, finding numerous instances of inflated claims as well as a pyramid scheme run by DCS officials. In the Correctional Centre Focus Area, 426 disciplinary cases and 289 criminal cases were registered. The partnership was renewed for a further 3 years in 2006 with investigations focusing on procurement, the integrity of financial systems and asset control. In the Procurement Focus area, 23 of the 200 most lucrative contracts were investigated.

Adv Hofmeyr emphasised that procurement was an area very vulnerable to corruption. The four case studies he cited were examples of how procurement processes could be manipulated. He described in detail how the Procurement Red Flag Database which, although still being improved, had already assisted the SIU to identify areas and situations where anomalies existed, and where corruption most probably occurred. It brought together all the databases of State institutions on a common platform, making cross reference possible and making it possible to extract essential information.

### 3. DISCUSSION

The Chairperson concurred that some of the findings were horrific and supported the view that matters that have been forwarded to the National Prosecuting Authority (NPA) for further investigation were better not discussed and that individuals were not named to allow the law to take its course. He requested that no one be pressed for responses that may jeopardise processes currently underway.



Ms Phaliso thanked the SIU for its concise and informative briefing, which she concurred, was shocking. The DCS had much to answer to before Parliament. It was clear that there was a need for drastic intervention and she was pleased that certain actions were already underway.

Ms Nyanda was pleased that the Committee has finally been briefed on the SIU's DCS-related investigations. She agreed that the law ought to be allowed to take its course and that if necessary those responsible should be jailed.

Mr Hofmeyr explained that that day's briefing detailed the SIU's work within the DCS over an extended period, starting from the time following the Jali Commission of Inquiry when the DCS had been in a very bad position. Although significant challenges remained much progress, particularly in relation to DCS pharmacies have been made and systems have been improved. The SIU now focused on a few big contracts. The DCS was one of the first departments to voluntarily make use of the SIU's services and had even paid the entity to work with them. While the DCS ought to be given some credit for improvements made, the challenge would be to ensure that the process of improvement continues.

### **3.1 Procurement Red Flag Database**

The Chairperson said that the Committee wanted to ensure that the mistakes made in the past were not repeated and thought the Procurement Red Flag Database (PRFD) referred to in the presentation useful enough to warrant continued use by the DCS. He asked who had ownership of the database and whether it was readily available to the DCS.

Adv Hofmeyr explained that the PRFD was still very much in development and that the SIU was continuously looking for additional databases to incorporate. Although the SIU owned the intellectual property rights, the database was freely accessible to government departments and entities. One of the major challenges related to analysing the large volumes of data received from municipalities. At the moment the SIU was in the process of building IT capacity to enable speedier analysis of massive amounts of data, which at present can take as long as 8 days. The Minister of Finance has set up a team to look into tender and supply chain management irregularities. In addition to Treasury institutions, the team comprised representatives from the Auditor General of South Africa (AGSA), the Accountant General and the SIU. The SIU has addressed the team on the database and it is very likely that it would be used on a much larger scale in future.

### **3.2 Relationship between the SIU and the AGSA**

The Chairperson pointed out that the Committee hoped to at the end of its tenure leave behind a Department that has made some progress as far as compliance for instance. It would therefore be of great assistance if some of the challenges identified could be highlighted in the AGSA's reports too. How closely did the SIU work with the AGSA?

Adv Hofmeyr agreed that the AGSA naturally came across many things, but was not sure to what extent matters were being investigated. He explained that initially the AGSA had only approached the SIU when it had discovered matters that required further (forensic) investigation. .Currently the two institutions were working very closely on investigations related to the 3 000 officials who had been identified as having business interest within their respective departments. It was hoped that the Treasury Task Team referred to above would result in more synergy.

### **3.3 Similarities between the 2004 and 2008 nutrition contracts**

Mr Selfe thanked the SIU for its work and agreed that the presentation was one of the most shocking he has heard since becoming a Member of Parliament. The revelations came at the end of a long saga spanning at least 5 years and he was pleased that there was some progress. He said that everyone knew who the companies at the centre of the investigation were and that therefore there was no point in "speaking in code".

The Chairperson intervened pointing out that the Committee had to ensure that that day's proceedings did not sabotage the processes underway. If naming the companies or individuals involved would have legal implications that could jeopardize the State's case, the Committee should refrain from doing so.

Adv Hofmeyr confirmed that the SIU was involved in "heavy litigation" related to the matter and had taken careful legal advice on what could and could not be said that day. He would therefore not confirm names etc. He added that while he could not tell Members of Parliament what to say, there was a real risk of jeopardizing the criminal investigation as well as any civil action that needs to be taken. He agreed that because the matters had been before Parliament in different guises before, most people could draw their own conclusions: he would however not confirm any names etc.

Mr Selfe was sure that the constraints referred to applied to the SIU and not to Members of Parliament. He had earlier in the year asked a parliamentary question related to the award of a contract to Bosasa Operations PTY Ltd. The company has been awarded another three-year

contract and, as far as he could ascertain, the same challenges and irregularities present in the four case studies the SIU had briefed the Committee on, existed in that contract too. He was perplexed as to how the contract could have been re-awarded to a company that had been under investigation. He wondered whether the irregularities identified in the 2004 contract and repeated in the 2008 one, would result in a further investigation.

Adv Hofmeyr explained that although the SIU assisted the DCS with the review of the contract the 2008 nutrition contract did not fall within the scope of the SIU's investigation. While many of the 2004 irregularities may have been perpetuated in the 2008 contract, he did not agree with the assertion that many of the 2004 irregularities were present in the current contract. The matter was also subject to litigation from one of the losing bidders and the SIU has made some recommendations to the DCS as far as what would be the correct course of action to follow given what they know about the previous contract.

### **3.4 Renewal of contract**

Mr Selfe was concerned that should the SIU contract not be renewed the ongoing investigations would be threatened. He was particularly concerned that the DCS' Departmental Investigative Unit (DIU) did not have the capacity to continue with what appeared to be complex investigations.

Adv Hofmeyr explained that the SIU was mandated to investigate matters through a proclamation issued by the President. The non-renewal of a contract did not prevent the unit from doing an investigation. A lot of the SIU's contractual work with the DCS related to the improvement of controls and financial systems and the bringing to book of those officials that did not follow the rules. One needed good systems as well as good people operating them. The Acting National Commissioner intends to renew the contract albeit on a much smaller scale due to financial constraints, but the SIU still needed to discuss exactly what such an investigation would entail.

He assured the Committee that the DIU has made some strides over recent years. Although they still had much more to achieve, much progress has been made. He believed that the DIU would benefit much more from working with the SIU for a few more years.

### **3.5 Asset control**

Ms Mdaka noted the DCS' concerns around the management of its farms and pharmacies, and that asset control remains a challenge. She wondered where the asset register resided and who

was responsible for asset control. Mr Abram wondered whether the asset register contained all assets including movable ones.

Adv Hofmeyr agreed that there has been a lack of control in the areas highlighted, but that significant improvements have been made. He added that asset control was a major challenge across many government departments.

### **3.6 Vetting**

Mr Abram commented that senior managers are charged with making far-reaching decisions that often bind the State to paying large amounts of money. The briefing had indicated that many are complicit in corrupt tender activities and he wondered whether the SIU knew whether senior managers were being vetted and how many of the ones implicated had prior criminal records. He realized that adequate system were of vital importance but pointed out that they could be corrupted. Departments had to employ dedicated individuals who were willing to serve their country with distinction.

Adv Hofmeyr agreed that there were gaps in the system that were being exploited. Once those were filled, exploitation could be prevented. Prevention had to be accompanied by deterrence though: if someone did something wrong he or she had to be sure that there would be consequences.

### **3.7 Whistle blowing**

Mr Abram commented that the alleged corrupt practices of the former Chief Financial Officer (CFO) and National Commissioner could not have gone undetected by other officials and asked what role, if any whistle blowing had played in the investigation.

Adv Hofmeyr said that whistle blowers played an important role in the investigations, but not to the degree that would have been desirable. Although it is gaining some ground, South Africa still had to create a culture in which people were comfortable with whistle blowing.

### **3.8 SIU Report on the investigations**



Mr Selfe asked when the reports of the investigations were submitted to the NPA and the DCS and whether, in the SIU's estimation, monies might be recovered.

Adv Hofmeyr confirmed that the reports were submitted in mid August 2009. While the law requires the SIU to report to the NPA for its decision as to whether to prosecute, many cases, including this one, required further investigation and often the SIU assisted the South African Police Service (SAPS) with the investigation.

The report submitted to the DCS indicated that the SIU believed that there were some damages to be recovered due to the service provider's role in what the SIU had discovered. He was unable to indicate how much could be recovered. Contract law requires proof of what had been delivered in terms of value for money. The DCS had signed away the intellectual property rights to one of their IT contracts. The DCS therefore is still paying for use of the technology even though the service provider had already left. The normal practice in government is that if such technology is purchased, one ensured that the intellectual property rights are also acquired. The SIU had recommended that that matter be addressed.

### **3.9 Conclusion**

The Chairperson thanked the SIU for the briefing, which had empowered Members. The Committee would allow processes currently underway to continue and would monitor progress as far as the implementation of the SIU's recommendations at the DCS' quarterly report hearings. Should there be a need the Committee might invite the SIU for a further briefing.

## **4. ADOPTION OF MINUTES AND COMMITTEE REPORTS**

### **4.1 Oversight Report**

4.1.1 The Committee adopted its 5 and 6 August oversight report to Pollsmoor and Malmesbury Correctional Centres without amendments.


### **4.2 Minutes**

4.2.1 The Committee adopted the following minutes without amendments: 8 July; 18 and 26 August; 2 and 16 September; 14 October and 4 November.



- 4.2.2 Mr Selfe requested that the 8 September minutes be amended to accurately reflect his concerns about the Parole Boards' independence given that CSPRB members may be subjected to departmental disciplinary processes. The minutes were adopted with amendments.
- 4.2.3 The 13 October draft minutes were incomplete: only alternate pages were distributed. The Committee Secretary is to distribute the complete set for adoption at the Committee's next meeting.

The meeting adjourned at 13h00 and the Committee's next meeting will take place on 18 November at 09h00.

  
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Chairperson

23 February 2010

Date



**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES**  
**13 October 2010**  
**Venue: Committee Room V227, Old Assembly Chamber**  
**Time: 14h00**

**AGENDA:**     **BRIEFING BY THE DEPARTMENT OF CORRECTIONAL SERVICES ON ALL OUTSTANDING MATTERS EMANATING FROM THE PREVIOUS TERM**

**MINUTES OF PROCEEDINGS<sup>1</sup>**

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**1.     Portfolio Committee on Correctional Services**

**African National Congress (ANC)**

Mr S Abram; Mr M Cele; Ms M Mdaka; Ms MF Nyanda; Ms W Ngwenya; Ms MN Phaliso; Mr VG Smith (Chairperson)

**Democratic Alliance (DA)**

Adv L Max; Mr J Selfe

**Congress of the People (COPE)**

Ms BC Blaai

**3.     Support staff**

Ms C Balie (Committee Secretary); Mr M Mathabathe (Committee Researcher); Mr F Bulawa (Committee Assistant)

**4.     PRESENTERS AND GUESTS**  
**Department of Correctional Services**

Mr T Moyane (National Commissioner); Ms J Schreiner (Chief Dep Comm: Offender Management Services); Dr R Mbuli (Dir: Legal Services); Mr J Smalberger (Reg Comm: Western Cape); Mr K Bouwer (Reg Comm: Gauteng); Mr M Ngubo (Dep Comm: Security Management); Ms Linda Bond, Deputy Commissioner: Human Resources Development Mr Z Modise (CDC: Corrections); Mr W Damons (Dir: Remand and Security); Mr P Mbambo (Dep Comm: Parliamentary Liaison); Mr L Mthethwa (Acting Dep Comm: Personal Corrections); Mr T Moyane (National Commissioner); Ms HB Mkhize (Deputy Minister)

**5.     APOLOGIES**

None

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**RELEVANT DOCUMENTS**

DCS written responses to outstanding matters  
Audio recording of proceedings (available on request)

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**SUMMARY OF OUTCOMES/RESOLUTIONS**

- The Committee expressed its lack of faith in the DCS legal departments and resolved that it should be strengthened;
- The Committee agreed that certain major service providers' contracts with the DCS ought to be closely considered particularly since there appear to be major irregularities related to the BOSASA, Phezulu and Sondolo contracts.

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<sup>1</sup> Adopted with amendments on 26 Jan 2011. Moved: S Abram, Seconded: W Ngwenya

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## PROCEEDINGS

### 1. AGENDA

The chairperson welcomed all, read the apologies and confirmed the agenda.

### 2 OPENING REMARKS

The chairperson reminded the departmental officials and Members that the agenda for the meeting, had originally been scheduled for 15 September, but that that meeting had had to be rescheduled owing to the DCS' poor preparation for the last interaction of the previous term. The Committee was about to report on the DCS' financial and service delivery performance to Parliament. Its observations and recommendations would have a substantial impact on the budget allocation the Department would receive in the coming financial year. Given this new budgetary review process, it was advisable for departments to ensure efficient expenditure resulting in improved service delivery. The Committee was committed to the DCS' improved performance and the rehabilitation of offenders, and, if needs be, would strongly appeal to the executive to take drastic action to ensure an improvement and greater accountability.

The National Commissioner thought it appropriate to render an apology for the DCS' poor preparation for the last meeting. Members' dissatisfaction and frustration were taken seriously. He had ensured that that day's delegation was capable. The DCS' continuous failure to meet the Committee's expectations might have been the result of too much reliance on junior staff to prepare submissions and responses. He admitted that submissions lacked content and were of poor quality and therefore it had been decided that he would assure the quality of the DCS' submissions. Poor co-ordination, lack of urgency and poor time management had in the past resulted in challenges as far as the timely submission of high quality responses and presentations. He was in the process of addressing challenges and pleaded for the Committee's support and patience. Restructuring was under way and would have been completed by the end of 2010, after which the DCS' functioning would improve. The DCS was not an easy organisation to run, particularly because it dealt with matters related to public safety and security.

### 3. DISCUSSION

As that day's presentation would focus on outstanding matters for which a written document was submitted in advance, the Committee agreed to proceed immediately to the discussion

### 3.1 Legal claims

Mr Selfe asked about analysis of staff debt, attempts made to recover costs from staff, and action taken against staff members implicated. Dr Mbuli replied that when claims arose as a result of staff conduct, the DCS issued a directive to its legal Services Division. In cases where such conduct had led to the State's security against contingent loss having been forfeited, the DCS had to recover cost via the State Attorney. The DCS had to claim from staff members whose conduct had led to litigation. This had happened in the Limpopo, Mpumalanga, North West (LMN) region.

The chairperson noted that the DCS had since 2004 had to pay R176 million in compensation to offenders who courts had found to have been unlawfully detained. He would have imagined that the South African Police Service (SAPS) would have been the liable party.

Dr Mbuli replied that, under the law, police made arrests and then placed those arrested in DCS facilities. Therefore the SAPS was the first respondent and the DCS, the second. If an arrested person had been sentenced and had lodged an appeal, his or her detention in a correctional facility was warranted. If the appeal was set aside, however, the Registrar of the High Court directed the DCS to release him or her. If such a notice was not received, he remained in DCS custody, and the Department of Justice was liable owing to its failure to notify the DCS.

The chairperson doubted whether three departments could be held liable for the same incident. In matters related to liability there had to be clarity on who was liable. Contingent liability made the Committee uneasy, and the three departments should co-ordinate activities to ensure that duplication was avoided.

The chairperson noted that claims of older than 36 months for which no summons had been served, got written off. Some date back to 2004. He proposed that the DCS rid its records of all matters that had lapsed.

Mr Selfe referred to the Royal Sechaba Holdings' claim in respect of the award of a contract in 2008/09. The DCS had received a legal opinion not to contest the claim, but the National Commissioner had held a different view and the claim had been contested. He asked whether the Committee might have sight of the legal opinion not to pursue the matter that the DCS had allegedly received from eminent legal gurus.

Ms Ngwenya thought it necessary for BOSASA, the company in favour of whom Royal Sechaba had allegedly been disqualified, to also appear before the Committee. BOSASA



has over the past years received billions from its contracts with the DCS. The Committee approved the DCS' budget each year, yet knew nothing of this company which is such a major recipient of that allocation.

Dr Mbuli could not refer directly to the claim as the matter was *sub judice* and was before the North Gauteng High Court. The hearing was scheduled for 7 and 8 February 2011. The tender evaluation body was being accused of wrongfully having disqualified the company, claiming that they had not submitted all the necessary documentation. The company would like to see the matter set aside, but the DCS feels that there had been nothing untoward in the evaluation process and was therefore confident that the court would rule in its favour.

The National Commissioner reminded the Committee that matter and the decision to defend it pre-dated his appointment. That notwithstanding, he accepted the decision that the accounting officer at the time had taken. The matter had also been before the Standing Committee on Public Accounts (SCOPA).

Dr Mbuli replied that the DCS Legal Unit had provided an opinion which had been rejected as it had been written prior to the officials involved having been interviewed. The DCS had tried to meet with the company's legal representatives who had unfortunately been unavailable. A second legal opinion was sought, and it was found that nothing untoward had taken place.

The chairperson said that the Royal Sechaba matter was an infamous case. Addressing Dr Mbuli directly, he stated that, as the decision to pursue the matter pre-dated the current National Commissioner's appointment, and as the former National Commissioner had been opposed to challenging the matter, the Head of the Legal Unit would have to answer should the court not rule in the DCS' favour. If the DCS incurred losses because it had acted on poor advice from its legal unit, the Committee would demand the resignation of the head of the unit.

He added that the Committee had long held the view that the Legal Unit was inadequate and those inadequacies had to be addressed through difficult decisions, as the DCS incurs far too many losses through legal challenges.

Ms Schreiner replied that the decision to pursue the matter had been taken while she was the Acting National Commissioner. She assured the Committee that the matter had been carefully considered and that the DCS' management had taken the decision to pursue it. The Legal Unit merely advised or sought alternative legal opinions, but could not be held responsible for executive decisions.



The chairperson remarked that the legal Unit could not be exempted and must be held accountable for the advice it gave. The question of whether the Legal Unit added value remained. He reiterated that should the case be lost, action would be taken. The committee would then direct its attention to similar scrutiny of the DCS' other departments. The National Commissioner noted the Committee's concern.

### **3.2 Witness protection**

Mr Abram referred to a media report that a witness in a rhino-poaching case had been visited by individuals in the facility where he was awaiting trial and that he had been warned against testifying. The authorities were unable to identify the individuals who had had access to what was supposed to have been a secure facility. This raised questions about compliance with procedures governing visits. A full written report should be provided. Mr Smalberger replied that policy dictated that visitors' details were recorded. Family as well as official visits were recorded and the record kept. Uncontrolled visits were not allowed.

### **3.3 Inmate health care**

Mr Abram referred to media reports that a high profile inmate who had injured himself was denied medical care and that his family had eventually had to intervene through obtaining a court order allowing him access to private medical attention at their cost. This inmate was fortunate in that he could afford legal intervention and private medical care, but the matter raised serious concerns about the medical care poverty-stricken inmates received, if any. The National Commissioner regretted the misleading and somewhat sensationalized media reports in respect of the case. Mr Bouwer explained that the inmate in question had bumped his leg against a bed and had been examined by a doctor who referred him for x-rays on the following Monday. His wife had however visited him the Sunday before he was due to be x-rayed, and decided to obtain the court order so that he could receive immediate medical care. There had been no need to go to court as the inmate had received medical attention. The inmate's legal representative had complained that his client had been chained to his hospital bed, but that was normal procedure. The DCS' insistence to be present during the operation was also blown out of proportion, as that was normal procedure too. As the injury was to his leg, care had been taken not to fasten the chain to that leg. Security measures had to be stringent. The inmate had a high profile and therefore the DCS had to take special care to protect his safety. The uproar over the screening of food parcels was also unnecessary, as that was a normal security measure too. The DCS provided access to hospitals and competent doctors. If inmates desired their own specialist and/or own hospital, that was allowed at the inmate's own expense.

Mr Abram reminded the DCS that because the inmate had a high profile, sensational media reports provoke supporters who might want to claim that he was victimised and would seek reasons to retaliate for such actions. He requested a full written report on the matter. Concerning medical parole for those who were terminally ill, he proposed that families should care for their loved ones who were terminally ill.

Ms Schreiner undertook to provide the figures of the total number of terminally ill inmates in correctional centres in writing. The National Council for Correctional Services (NCCS) had proposed amendments to the medical parole policy but legislative amendments would have to be made through a parliamentary process.

### **3.4 Harrismith escape**

Mr Abram referred to the escape of 49 inmates from the Harrismith Correctional Centre, which raised a number of questions. He had visited the Harrismith centre, which was a remand detention facility with diverse feeder areas. It was situated in a rural area. He had found that there was a shortage of officials and that key information was not being recorded. The written report submitted was grossly inadequate, as it said nothing about how the incident had occurred and what measures had been taken to prevent such incidents.

The National Commissioner reported that he had received a text message from the Regional Commissioner for the Free State/Northern Cape on 31 May 2010, whereupon he informed the Minister of the escape. Senior management had been kept abreast of events. About 40 to 45 inmates had escaped and this warranted a visit to the facility. The Minister advised against driving to the centre, hence the South African National Defence Force (SANDF) had been approached for use of a helicopter to carry a DCS delegation comprising the Minister, her Chief of Staff, the SANDF chief of staff and himself to the centre.

The delegation was informed that the Head of the Correctional Centre (HCC) had been attacked. The HCC had days earlier been informed that 'something' was being planned, but no preventative measures were taken. The delegation found that there had been a clear flouting of standard operational procedures (SOPs): a lawyer had been allowed access to a client after lockdown, the "knock for admission" rule (warders needing access gates unlocked have to knock so that they can be identified) had not been followed and the HCC had allowed the officials on duty to leave early (14h00), thus compromising security. A gun had been smuggled into the centre. The escapees had even managed to break into a tuckshop before they 'left' the centre. The lawyer mentioned above had escaped unscathed; the escapees only took the keys to her car. The escapees headed for the arsenal and made off with weapons. Despite the large number of escapees, officials on duty claimed ignorance

of the escape. Although a person living opposite the facility noticed the escape and reported it, the officials at the gate claimed that they had not seen anything. Four of those on duty at the time of the escape were summarily dismissed and a case has been made against them. The delegation assessed the report received and came to the conclusion that there had been a clear violation and flouting of the law. The escape had been very well organised. Centre management are being held responsible. The SAPS had assisted with the tracking down of the escapees. One was shot and killed as he attempted to cross South Africa's border with Lesotho. The National Commissioner said that lessons learnt included that policies had to be reviewed and complicit officials held to account.

Ms Nyanda agreed that the early dismissal of some staff and the presence of the lawyer were suspicious. For Ms Ngwenya it was clear that security was lax at the centre. The chairperson asked why criminal cases had not been laid against the officials who were dismissed. Mere dismissal was not a deterrent: firearms had been stolen, and officials implicated.

The National Commissioner said that, as the centre was a remand detention centre, inmates could not be properly assessed for risk. Of the four offenders who had arrived that morning, two were suspects in heists, one a murder accused, and one an alleged rapist. The DCS had requested that the DoJ&CD to alert them of high risk awaiting-trial detainees (ATDs), so that such inmates could be diverted to appropriate centres. The DCS believed that early dismissal of the officials, and the presence of the lawyer were part of the escape plan. Criminal charges were indeed being brought against officials dismissed. All those who had been on duty had been charged

Mr Fihla referred to the case of a high profile prisoner at St Albans who had escaped no less than nine times. This raised questions about the DCS security classification system and how a dangerous inmate could have been detained at an inappropriate centre. He added that many escapes took place while inmates were in transit from and to court. Dangerous inmates, who were typically adept at escapes, were best detained at the Ebongweni Super Maximum and Pretoria C-Max correctional centres.

### **3.5 Security service providers**

Ms Ngwenya noted that the electronic access control systems at some centres were not functioning because contracts with service providers had expired in 2009. That external service providers were responsible for security was a matter of concern, and the Committee

should be provided with the details of contracts awarded to companies such as BOSASA, Phezulu and Sondolo.

Mr Selfe agreed and asked that the Sondolo IT and Phezulu shareholding be provided to the Committee. He was curious as to why access control had been decommissioned, only to be recommissioned two years later, at a cost of R6, 8 million. Had the reactivation been done internally, it would only have cost R166 000. The Sondolo reactivation was quite enormous, and one can only imagine the enormity of the original contract. He hoped that the access system would not pose a safety risk should centres be evacuated in case of emergencies such as fires.

Ms Phaliso noted that the Sondolo service proved problematic at many centres: at Durban Westville, the IT system was not working, yet Sondolo was being paid.

The chairperson said that the Committee was observing wholesale looting and corruption within the DCS and as far as the IT contract in particular, there was no clear value for money as, at all the centers visited so far, the Sondolo system had been inoperational. Referring to the R88 million contract for installation maintenance (R3,5 million per month), he asked whether monthly costs had been reduced after the decommissioning of the system. The decision to reactivate had resulted in unauthorised expenditure, and he sought clarity on who had taken the decision. The Public Finance Management Act (PFMA) stated that the accounting officer was ultimately responsible.

Mr Ngubo explained that BOSASA was the mother company, and that Phezulu and Sondolo were subsidiaries. Phezulu operated on BOSASA's premises and was BOSASA-managed. BOSASA's list of directors included individuals serving as Sondolo and Phezulu directors too.

Ms Blaai reiterated the earlier call that BOSASA be called to appear before the Committee. Ms Mdaka supported the proposal and added that the subsidiaries should be called too. The chairperson ruled that as what Mr Ngubo illustrated pointed to 'fronting', the Committee would have to deliberate on how it would take the matter forward.

### **3.6 Correctional Supervision and Parole**

The chairperson and Ms Ngwenya noted the written response to questions regarding the fairness of Mark Scott-Crossley's release on parole, while his co-accused, Simon Mathabule, was still incarcerated. The DoJ&CD ought also to be called to explain the decision to reduce Scott-Crossley's sentence. The apparent unfairness of the judgment reinforced perceptions



that if one had money or was white, one could literally get away with murder. The chairperson asked what Mr Mathabule could do to be paroled too.

The National Commissioner responded the matter involved the SAPS, DoJ&CD and the DCS, which was at the end of the value chain. Mr Scott-Crossley had received a life sentence, which, on appeal, was commuted to five years. The DCS merely enforced court imposed sentences and could not question them. Mr Scott-Crossley was incarcerated at an appropriate facility and was considered for parole when he qualified for such consideration i.e. after serving half his sentence. He added that there was a need to market victim and family involvement in the parole process. The offender's release had been beyond the DCS' control; had they failed to release him, they would have faced litigation.

Ms Schreiner explained that Mr Mathabule should participate in all the necessary programmes aiding his rehabilitation, as these contributed significantly to the success of parole applications. Furthermore, efforts should be made to engage the family of his victim in line with restorative justice principles.

The chairperson was shocked at the inconsistency with which criteria were applied and asked whether Mr Scott-Crossley had interacted with his victim's family. He asked whether parole was forfeited when the victim, or his or her family, could not be traced. Some of the conditions for parole were unattainable.

Ms Schreiner explained that interaction with the family was not always a prerequisite. Some families did not want to meet the perpetrators, while others could not be traced. The Justice, Crime Prevention and Security (JCPS) cluster departments were jointly responsible for maintaining a database of victims, in the event of perpetrators wanting to contact their victims. Where the family and the inmate both desired interaction, such interaction had a major impact on the outcome of the parole application.

Mr Fihla remarked that, in South Africa, the victim was considered relatively unimportant whereas in New Zealand, costs to the victim were calculated, and the offender had to repay those costs. Of course this was not possible in all instances.

Mr Abram noted that about 12 500 offenders were serving sentences of 24 months or less and wondered what their parole conditions were. Such inmates were probably not high security risks and could be involved in municipal projects. He wondered what the DCS was doing to reduce the inmate population, and whether proposals like correctional supervision and community service had been considered.



Mr Smalberger explained that the case management committees (CMC) could make a recommendation to HCCs regarding the parole of those serving sentences of less than 24 months. Offenders could only be paroled if they had fixed residential addresses which would make monitoring possible. He added that such offenders at times committed minor crimes while on parole. This category of parolee often ended up with warrants for arrest owing to the violation of their parole conditions. The National Commissioner added that the Minister had stated that every effort should be made to trace absconders. Electronic monitoring may be considered.

Ms Ngwenya asked what impediments there were to victim participation in the parole process, and whether assistance was available to victims or their families. She was also curious about how many correctional supervision and parole board (CSPB) offices were completed in the 2009/10 financial year.

Mr Smalberger commented that victim empowerment was a new area of focus for the JCPS cluster. The SAPS, DCS and DoJ&CD worked together in the Western Cape and had for instance distributed pamphlets on victim rights in Elsie'srivier. He reiterated that at present interaction with the victim was not a prerequisite for parole. The National Commissioner explained that CSPBs were being appointed. Their salary levels were being re-evaluated, and so far 47 CSPB offices have been opened.

### **3.7 Human Resource management**

Adv Max noted that there were 23 000 operational staff and 164 000 inmates i.e. the DCS had a staff to inmate ratio of 1:7. The 2009/10 Annual Report referred to a staff shortage, and yet National Treasury had instructed a reduction of staff. This was confusing. He found the statistics for escape prevention contained in the 2009/10 Annual Report commendable, but argued that, for a complete turnaround, the DCS had to build on its strengths. A reduction in staff might result in more escapes. He asked whether the National Treasury instruction to reduce staff had been well-informed. The DCS should indicate whether it would be able to cope should its staff be reduced.

The chairperson added that, despite serious concerns raised by organised labour, the DCS had gone ahead with the two-shift system, which it now reported as a challenge. The migration was in an effort to save R700 million that would have been spent on overtime. The Committee was willing to argue against a reduction of DCS staff, but the DCS would have to be frank about its real staffing challenges.

National Commissioner reminded the Committee that the DCS' business was labour intensive, and that therefore the National Treasury directive was not workable. According to

Ms Schreiner the DCS had informed the National Treasury that it would not be able to function on the proposed numbers. A reduction would impact on security and rehabilitation efforts. National Treasury had benchmarked against the two Public/Private Partnership (PPP) centres which did not have to deal with transfers and remand detention, which required certain admission procedures. The PPP centres were new and well equipped, while DCS centres were old and manually operated. Centres operated differently depending on how they were constructed e.g. a centre where cells surrounded a central passage had different needs to multi-tiered facilities. National Treasury ought to have used an appropriate set of norms when it made its assessment regarding the DCS' staffing needs.

She acknowledged that the DCS had in the past been accused of bloating staff figures, but explained that the DCS 46 000-member estimate had been informed by the objectives contained in the White Paper on Correctional Services. Without staff, the DCS could not deliver. The 7-Day Establishment enabled rehabilitation, but only if the DCS had the necessary manpower. Correctional centres had to develop shift systems specific to their needs.

Ms Bond explained that ratios for access control and ground patrols had been explained. The current 1:7 ratio was appropriate for case management; however transportation required a ratio of two escorts to each offender being transported. The gap between approved ratios and what was actually required on the ground had to be addressed. National Treasury had instructed the DCS to defend its needs, but was only willing to approve a 1 official to every 8 offenders ratio. The DCS then submitted a short-term bid, and National Treasury agreed to fund it at the previous level.

Mr Bouwer added that it the sheer volume of offenders to be taken to court at an average-sized remand detention centre made it practically impossible to, with the current staffing levels, keep to the two escorts per inmate ratio. At the Pretoria Medium A centre, for example, 132 officials attended to 6 000 ATDs i.e. seven officials to 1 500 inmates. Responding to concern about centres being understaffed, he said that, while centre-based officials earned much more money, migration to centres was difficult. Officials preferred the 2x12 shift system because it allowed them to work for two or three days per week, and then take on second jobs with other security companies. The National Commissioner confirmed that the DCS needed the Committee's support in its negotiations with National Treasury. A reduction from 46 000 staff to 41 000 would be very detrimental.

Adv Max agreed that the staff reduction was a serious matter and pointed out that, without personnel, the command structure would collapse. He asked whether overtime was paid

when officials worked overtime. Mr Smalberger explained that the seven-day establishment required centre-based staff to work for 45 hours per week. Deviations from the shift system required ministerial approval.

Ms Nyanda noted that, according to the 2009/10 Annual Report, the DCS employed 41 psychologists, yet a breakdown later in the document reflected only 36. Ms Schreiner explained that the 41 psychologist comprised 36 permanent staff, and 5 community psychologists.

Ms Nyanda asked how the DCS would combat sick-leave abuse. Ms Bond explained that line management functions have been put in place to curb sick leave-abuse. Temporary incapacity leave had been exploited in the past, and therefore a health risk manager now screened applications for such leave.

#### **4. ADJOURNMENT**

The meeting adjourned at 17h00 and the Committee's next meeting will take place on 14 October at 14h00 on Committee Room 2, 90 Plein Street.

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**Chairperson: Mr VG Smith**

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**Date:**

**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES****18 October 2011****10h00****Venue: V475, Old Assembly Building****BRIEFING BY THE DEPARTMENT OF CORRECTIONAL SERVICES' LEGAL AND SPECIAL  
OPERATIONS UNIT****MINUTES OF PROCEEDINGS<sup>1</sup>**

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**ATTENDANCE****1. Portfolio Committee on Correctional Services*****African National Congress***

Mr M Cele; Mr V Magagula Ms W Ngwenya; Mr V Smith (Chairperson);

***Democratic Alliance***

Mr J Selfe; Adv L Max

**2 Support staff**

Ms C Balie (Committee Secretary); Mr M Mathabathe (Committee Researcher); Ms D Thulo (Executive Secretary to the Chairperson)

**3. Department of Correctional Services**

Mr L Thekisho (Dep Comm: Employee Relations); Mr T Hlongwane (Dir: HR Planning); Dr R Mbuli (Dir: Legal Services); Mr P Killian (Dep Comm: Code Enforcement); Mr M Malatsi (Acting Dep Comm: Legal and Special Operations); Mr M Mabuli (Dep Comm); Mr T Raseroka (Dep Comm: Executive Management); Ms S Hlongwane (SCO), Mr G Lebethe (Acting CDC: Corporate Services)

**4. Guests and Observers*****Judicial Inspectorate for Correctional Services***

Ms C Low-Shang (Manager: Policy and Research)

**APOLOGIES**

Mr S Abram (ANC); Ms F Nyanda (ANC); Ms M Phaliso (ANC); Mr VB Ndlovu (IFP)

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**RELEVANT DOCUMENTS**

1. DCS Interaction with the Portfolio Committee on Outstanding Matters and the Annual Report, 13 and 14 October 2010 (pp6-11; pp44-5)

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<sup>1</sup> Adopted without amendments on 2 Nov 2011



2. Annual Litigation Trends Analysis Report (2010/11)
  3. Information on the Component Legal and Special Operations
  4. Annual Trend Analysis on Corruption, Fraud, Theft and Maladministration (2010/11)
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## **PROCEEDINGS**

### **1. OPENING REMARKS**

The Chairperson welcomed all to the meeting and confirmed the agenda.

### **2. BRIEFING BY THE DEPARTMENT OF CORRECTIONAL SERVICES LEGAL AND SPECIAL OPERATIONS UNIT**

Interactions on the Department of Correctional Services' (DCS) performance during the 2010/11 financial year held on 11 and 12 October revealed a number of serious challenges related to its handling of transgressions by officials, departmental investigations and litigation matters. The meeting with the Legal and Special Operations (LSO) unit was aimed providing greater clarity on some of the areas of concern, and formed part of the Committee's interaction of the DCS performance in the 2010/11 financial year. The observations made and concerns raised will be included in the Committee's Budgetary Review and Recommendation report and are therefore not recorded here.

### **3. SUMMARY OF OUTCOMES/RESOLUTIONS**

- 3.1 The DCS undertook to provide, in writing, the total number of litigation matters involving officials, finalised in the 2010/11 financial year.
- 3.2 The DCS reported that the nutrition contract with the Bosasa company will expire at the end of February 2012. The DCS should provide the Committee with measures in place to ensure that food services to inmates at the affected centres will not be compromised from March 2012.
- 3.3 The Committee had received information of a number of cases where officials had gained access to inmates' bank cards, and withdrew large numbers of money from their accounts. The DCS will provide a list of the total number of such cases reported as well as the sanctions imposed on those involved, in the year under review.
- 3.4 The DCS committed itself to submit its recruitment and retention strategy.



**4. CLOSURE**

The meeting adjourned at 12h15 and the Committee's next meeting will take place on 19 October 2011 at 14h00 in Committee Room 2, 90 Plein Street.



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**Chairperson: Mr V Smith**

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**Date**



**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES**

**22 February 2012**

**09h00**

**Venue: Old Assembly Chamber**

**2012 EXTENSION OF THE NUTRITION SERVICES CONTRACT: BRIEFING BY THE  
DEPARTMENT OF CORRECTIONAL SERVICES**

**MINUTES OF PROCEEDINGS<sup>1</sup>**

**ATTENDANCE**

**1. Portfolio Committee on Correctional Services**

***African National Congress***

Mr S Abram; Mr M Cele; Mr V Magagula; Ms W Ngwenya; Ms M Phaliso; Mr V Smith  
(Chairperson)

***Congress of the People (COPE)***

Mr BP Mnguni

***Democratic Alliance***

Adv L Max; Mr J Selfe; Mr R Shah

***Inkatha Freedom Party***

Mr VB Ndlovu

**2 Support staff**

Ms C Balie (Committee Secretary); Mr M Mathabathe (Committee Researcher); Ms D Thulo  
(Executive Secretary to the Chairperson); Ms C Adams (Committee Assistant)

**3. Presenters**

***Department and Ministry of Correctional Services***

Mr T Moyane (National Commissioner); Adv N Ramathlodi (Dep Minister); Ms J Schreiner (Chief  
Dep Comm: OMS); Mr Z Modise (Chief Dep Comm: Corrections); Ms S Tsetsane (Reg Comm:  
Limpopo, Mpumalanga, North West); Ms S Moodley (Chief Dep Comm: ACSA & SADC); Ms N  
Jolingana (Chief Dep Comm: Development and Care); Mr S Sokhela (Chief Financial Officer); Mr  
J Smalberger (Reg Comm: Western Cape); Mr P Mbambo (Deputy Commissioner: Inter-  
Governmental Relations); Mr NF Kumalo (Acting Parliamentary Liaison Officer); Mr T Raseroka  
(Dep Commissioner: Office of the National Commissioner)

***Department of Public Works***

Ms N Mbatha (Dep Dir: Key Accounts Management); Mr P Chiapasso (Acting Dep Dir Gen: Key  
Accounts Management); Ms E van der Heever (Dir: Projects – Cape Town); Mr H Smith (Senior  
Project Manager: Western Cape regional office); Mr F Johnson (Regional Manager: Western  
Cape); Mr M Time (Key Account Management); Mr M Njoko (Interg-Governmental Relations); MR  
m Mashaba (Parliamentary Liaison Officer); Mr G Mudumela (Chief of Staff)

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<sup>1</sup> Adopted with amendments on 15 March 2012

**Auditor General of South Africa**

Ms V Mafilika (Parliamentary Manager); Mr A Adfendorff (Senior Manager); Ms R Jiyana (Senior Manager); Mr M Hlongwe (Business Executive)

**4. Observers and Media**

Ms V Padayachee (National Institute for Crime Prevention and the Reintegration of Offenders); M Booie (Eyewitness News); M Mpofo (Independent Newspapers); J Winterbach (Parliamentary Monitoring Group)

**5. APOLOGIES**

Portfolio Committee on Correctional Services: Ms F Nyanda (ANC);  
Ministry of Public Works: Mr T Nxesi (Minister)

**RELEVANT DOCUMENTS**

1. DCS presentation on the extension of the nutrition services contract
2. DCS combined presentation on the extension of the nutrition contract (received on 22 Feb)
3. DCS responses to 10 Feb 2012 follow-up questions from Chairperson
4. DPW responses to 10 Feb 2012 follow-up questions from Chairperson
5. DPW responses to Ceres, Vanrhynsdorp and Brandvlei-related questions (final)
6. DCS briefing on correctional supervision and parole matters
7. DCS' briefing on the extension of the nutrition contract
8. AGSA Opinion on extension of nutrition contract)
9. National Treasury opinion on extension of nutrition contract
10. DCS responses to observations made during Barberton-visit
11. Barberton Annexures A-E, I-J, L-M
12. Barberton Annexure P: Update on the establishment of medical advisory boards
13. Barberton Annexure Q: POPCRU response to Barberton observations
16. Summary of observations made during Ceres-visit
17. DCS responses to Ceres observations
18. DPW responses to Ceres observations (draft)
19. Vusela report on reasons for the delays in completion of the Van Rhynsdorp facility
20. Vusela report on reasons for the delays in completion of the Ceres facility
21. Vusela report on its background and history (shareholding etc)\

**SUMMARY OF OUTCOMES**

1. The DCS should provide the Committee with names of all officials working in its supply-chain and contract-management units. In addition to their names, the period they have been serving in their current positions should also be provided. A list of all those supply-chain-management officials who have been found guilty/suspected of doing business with the DCS should also be provided. The information should be submitted by 6 March 2012.
2. The Committee should receive quarterly updates on the implementation of the DCS' strategy to ensure that it will be able to provide nutrition services to inmates itself as from 1 February 2013.

3. The National Commissioner and Chief Financial Officer should ensure that the investigation into the weaknesses in the supply-chain and contract-management offices, which had led to the unplanned extension, was finalised speedily. The outcome should be communicated to the Committee.
  4. The DCS was in the process of assessing the eight affected management areas' state of readiness. The outcome will be presented to the National Commissioner on 20 March and should thereafter be made available to the Committee.
  5. The Chief Financial Officer was requested to, by 6 March 2012, provide the Committee with a report on all services that are being outsourced, full details of to whom they have been outsourced, and why the DCS was not able to provide the services itself.
  6. At the Durban-Westville correctional centre, kitchen appliances and other equipment had been ordered, but they had not been delivered. The contractor has since filed for bankruptcy. The DPW and DCS should provide the Committee with details of the contractor, as well as a report on how the contractor was selected, whether he had been paid for the services he was meant to deliver, and what action has been taken against him or her.
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## PROCEEDINGS

### 1. OPENING REMARKS

The Chairperson welcomed all to the meeting and confirmed the agenda. Mr P Mnguni, who had recently been deployed to the Committee to represent the Congress of the People (COPE), was welcomed.

### 2. EXTENSION OF THE NUTRITION SERVICES CONTRACT

#### 2.1 Chairperson's comments

The Portfolio Committee on Correctional Services ( "Committee") had always made it very clear that it was not in favour of the outsourcing of nutrition services. The Department of Correctional Services (DCS) was reminded that the Minister of Correctional Services' had indicated in her 2010 Budget Vote Speech that the outsourcing of nutrition services by the DCS would not continue, once the contracts then in existence had come to a conclusion. In October 2011 the



Committee had requested the DCS to provide it with a report on its readiness to take over the services which had been provided by the Bosasa-group whose contract would have come to an end on 31 January 2012. Despite assurances from the delegation that the Committee's sentiments would be relayed to the National Commissioner and the Minister, the report was never received. In late January 2012, the Committee learnt, through the media, that the Bosasa-DCS nutrition services contract in question, would be extended for a further 12 months.

As nothing to the contrary had been communicated, the Committee assumes that the directive issued by the Minister in 2010 was still valid. The Committee had called that day's meeting to get clarity on why the contract had to be extended, how a further extension would be avoided, and what assurances the DCS could provide that Committee recommendations, and Ministerial directives, would in future not be blatantly ignored.

## **2.2 DCS briefing**

The National Commissioner led the delegation and made the presentation. Each of the affected management areas was audited after he took office in 2010 to assess the DCS' readiness to provide nutrition services itself. The audit revealed major challenges in the DCS' management of contracts and procurement. In August and September 2011 the DCS assessed all contracts for services. Contract managers indicated that the DCS was not yet in a position to take over nutrition services. The DCS decided that to end the contract when the DCS could not guarantee that services would not be disrupted, would present a security risk. The National Commissioner added that senior management's failure to realize early enough that the DCS was not ready to take over services, resulted from inaccurate and misleading information received from its contract-management unit. Both the supply-chain and contract-management units would be investigated to make sure that those responsible were held to account. The contract-management unit would be overhauled, and transformation at senior and middle-management level would be fast-tracked.

The Bid Adjudication Committee (BAC) met in January 2012 and agreed to seek legal advice with regard to the legal implications of extending the contract. The supply-chain- management unit advised that advertising the contract would take approximately six months, and therefore the BAC advised that the service provider be consulted to determine whether it would be able to extend the contract. The service provider indicated that extending the contract for six months only would come at a 46% premium . As extending it for 12 months was cheaper, the DCS opted for that period. The total cost of the extension is R460 million. The Auditor-General of South Africa (AGSA) and National Treasury had been consulted. The Department of Public Works (DPW)



would be a major stakeholder in ensuring the DCS' readiness, and the first meeting between the National Commissioner and the Director- General had already taken place.

The DCS was committed to not extending the contract beyond January 2013. From September 2012 the DCS would begin taking over those services currently being delivered by Bosasa. The CFO and the Chief Deputy Commissioner had been tasked with drawing up a project plan to ensure that the DCS was able to provide the services themselves, come 1 February 2013. Similarly, the DCS was committed to use inmate labour as per the Committee's recommendation. In conclusion the National Commissioner affirmed that the DCS would not interfere in the investigations which the Bosasa group was subject too.

## **2.3 Discussion**

### **2.3.1 Reason for the extension**

Members were unconvinced by the National Commissioner's assurances that the DCS would be ready to deliver the services from 1 February 2013, and that the contract, which had already controversially been extended twice, would not again be extended. It was felt that unless action was taken against those officials responsible for not adhering to contract and supply-chain-management processes and procedures, and misrepresenting the true situation to the accounting officer, history would repeat itself. The National Commissioner said that, because the nutrition contract pre-dated his taking office in 2010, he too had many questions about the reasons the contract had originally been entered into.

Long-serving members of the Committee expressed surprise that the same reasons advanced for the 2008 extension of the Bosasa contract were provided as reasons for the 2012 extension. In the absence of a credible reason for the extension, the Committee was left with no alternative but to believe that the contract was extended because some in the DCS' ranks had a vested interest in it being extended. The claim that the accounting officer only became aware of the true state of affairs in November 2011 was met with incredulity, resulting in some members calling for an enquiry into the most recent extension.

The Committee reminded the DCS of its long-standing concern about the DCS' failure to conceive and implement an effective strategy for firstly addressing its vetting backlog, and secondly ensuring that all those employed by the DCS were vetted. The poor vetting record undoubtedly contributed to the supply-chain and contract management weaknesses. The DCS should provide the Committee with names of all officials working in its supply-chain and contract-management units. In addition to their names, the period they have been serving in their current

positions should also be provided. A list of all those supply-chain-management officials who had been found guilty/suspected of doing business with the DCS should also be provided.

It was agreed that the chairperson of the Steering Committee established to ensure the DCS' readiness to take over nutrition services from 1 February 2013 would brief the Committee on a quarterly basis on progress made in each of the affected management areas. The National Commissioner and Chief Financial Officer should ensure that the investigation into the weaknesses in the supply-chain and contract management offices which had led to the unplanned extension was finalised speedily. The outcome should be communicated to the Committee.

### **2.3.2 Financial implications of the extension**

Upon receiving the Committee's request for its opinion on the extension of the contract, the Auditor-General of South Africa (AGSA) met with the DCS and discussed the circumstances surrounding the extension, whether supply-chain-management processes had been taken into account to prevent irregular or unauthorized expenditure, whether National Treasury had been consulted and whether there were any legal implications associated with the extension. The DCS assured the AGSA that all the relevant stakeholders had been consulted. With regard to whether the extension would result in unauthorised/irregular expenditure, the AGSA pointed out that that assessment could only be made during the auditing of the DCS 2011/12 financial statements.

Members were curious about why only 7 of the DCS' approximately 41 management areas outsourced nutrition services, and where the budget for the extension would come from. The correctional centres in the affected areas are very big, with their populations showing an increase over the past few years. The DCS had been unable to keep up its service delivery to those centres. The Chief Financial Officer indicated that the funds for the extension would come from goods and services.

The DCS was in the process of assessing the eight affected management areas' state of readiness. The outcome would be presented to the National Commissioner on 20 March and should thereafter be made available to the Committee.

The Committee raised concerns about claims by officials in the Modderbee management area that the contractor purchased produce from the DCS, for providing meals to inmates, at much lower prices than what it would have paid elsewhere. The DCS' selling of its produce at a much lower rate means that the DCS' self-sufficiency is compromised even more. The contractor's relationship with the DCS appears exploitative. When probed, the members of the adjudication

panel responsible for the extension responded that the agreements would have been part of the original contract, and would not have been part of the extension.

### **2.3.3 Legal implications of extension**

The DCS indicated that it had received a 'broad spectrum' of legal opinion, and that none indicated that the terms of the extension would have legal consequences. The three legal opinions received would be provided to the Committee.<sup>2</sup>

### **2.3.3 Benefits associated with the contract**

The National Commissioner insisted that, because he had only taken over leadership of the DCS in 2010, he was unable to comment on the benefits derived from the outsourcing of nutrition services. He was also not able to comment on whether any DCS officials had benefited financially from the contract.

### **2.3.4 Extent of outsourcing in the DCS**

The DCS indicated that it was in the process of reducing the use of consultants. Most consultants had been contracted to the DCS' IT unit, and their number had already been reduced from 85 to 40. An evaluation of those still operating within the DCS, and the skills required for the DCS to provide those services itself, is underway. The Deputy Minister commented that many cabinet members were opposed to outsourcing, and assured members that every effort would be made to ensure that the practice would be stopped in the DCS.

The Committee had on numerous occasions voiced its dissatisfaction with the DCS' outsourcing of services it should be delivering itself. The Chief Financial Officer was requested to, by 6 March 2012, provide the Committee with a report on all services that are being outsourced, full details of to whom they have been outsourced, and why the DCS was not able to provide the services itself.

### **2.3.5 Relationship between the departments of Public Works and Correctional Services**

The Committee remained concerned about the poor working relationship between the DCS and the DPW, and was not particularly encouraged by the DCS' claims that the first of what will become regular interactions between the two accounting officers had taken place. Interrogation of the status of the DCS-DPW service-level agreement, outstanding since 2010, revealed that the

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<sup>2</sup> The three legal opinions received on 22 February were distributed to Members on 28 February 2012.

two departments were not in agreement: while the DCS insisted that it had signed an agreement, the DPW claimed that no signed document had been received. The matter would be resolved, and the Committee would be informed of its outcome.

The DPW reported that the DCS had indicated its intention to outsource nutrition services, but denied that the DCS' ever indicated that the state of kitchen facilities contributed to the intended extension. The National Commissioner reiterated that meetings between himself and his DPW counterpart had started, but could not comment on whether the delays in the refurbishment of the kitchens were intentional. He conceded that the DCS had to improve its project-management capability.

In the Durban-Westville management area, members learnt that kitchen appliances and other equipment have not worked since 2009. The DCS explained that the equipment for the Durban-Westville kitchens had been ordered, but that the incorrect order was delivered to the centre. The contractor had since filed for bankruptcy, and the DCS was trying to procure the goods through a different one. The DCS does not appoint service providers for major projects: once the DCS has provided the DPW with a list of possible service providers, the DPW selects and appoints one. The CFO assured the Committee that the DCS' bid adjudication committee assessed all potential service providers' financial statements. An investigation of how the situation could have occurred is underway. The DPW and DCS should provide the Committee with details of the contractor, as well as report on how the contractor was selected, whether he had been paid for the services he was meant to deliver, and what action had been taken against him or her.

#### **2.3.6 DCS' readiness to provide nutrition services from 1 February 2013**

As agreed, members had visited centres in the affected management areas. At Modderbee officials reported that they had presented readiness updates from May 2011, and that some of the centres were indeed ready to take over nutrition services from 1 February 2012. The fact that the contract was nevertheless still extended points to either poor planning by the national leadership, or poor reporting by the management areas.

The National Commissioner stated that he was 'cynical' about the reports received from regions/management areas. Many areas met for the sake of meeting, and compiled reports that were not factual. He had learnt this from requests for information on other issues, and therefore he had decided to verify the readiness reports submitted. On his inspections he found that the Krugersdorp management area, for instance, was definitely not ready to take over the provisions



of meals to inmates. The CFO too visited regions himself, precisely because of the unreliability of reports submitted to Head Office.

The DCS have consistently raised its inability to attract and retain artisans as one of its major challenges. Those who will have to work in the kitchens from 1 February 2013 will reportedly receive fewer benefits, and a lower salary, compared to custodial officers. The Committee was concerned that this would impact on the delivery of nutrition services. The National Commissioner was convinced that, as the DCS had previously trained officials to provide nutrition services, it could do so again, and that therefore human resources should not provide a challenge.

Members agreed that, in addition to the quarterly status reports, they would undertake visits to the affected correctional centres, to assess progress made prior to each quarterly update. The Deputy Minister assured the Committee that, with the Committee and the DPW's assistance and co-operation, every effort would be made to ensure that the DCS would be ready to deliver nutrition services from 1 February 2013.

### **3. DELAYS IN THE COMPLETION OF THE CERES, BRANDVLEI AND VAN RHYNSDORP NEW-GENERATION CORRECTIONAL CENTRES**

#### **3.1 DPW briefing**

The DPW did not deviate from the written presentation provided and therefore the content of the presentation is not repeated here.

#### **3.2 Discussion**

The Committee asked a range of questions centering on the reasons for the delay in the completion of the Ceres, Vanrhynsdorp and Brandvlei new-generation correctional centres.

3.2.1 Members were of the opinion that poor planning had resulted in the many delays. Members sought clarity on what action was taken against contractors who failed to deliver on time, and whether penalty clauses were a standard component of contracts. The DPW admitted that sometimes the planning period for projects was very short resulting in some challenges only being resolved once construction had commenced. The



DPW pointed out that the Vusela company responsible for the Ceres and Vanrhynsdorp projects, was in penalty.


- 3.2.2 The Committee sought clarity on who was responsible for investigating prospective services providers' liquidity, and to make an assessment of whether quotes were market-related. The DPW explained that it was obliged to use contractors that are registered with the Construction Industry Business Environment (CIBE). Background checks of contractors' past experience and credit records were done.
- 3.2.3 Concerns were raised about the reasons provided for the granting of extensions to the contractors. Some of the reasons seemed so unusual that members suspected that they were fabricated. Surveyors should easily have detected weaknesses related to ground quality for example, prior to construction commencing. Government departments were reminded that when contracts were awarded, officials should take into account all requirements that had to be met. It was not acceptable that broad-based black economic empowerment (BBBEE) objectives were pursued regardless of whether the state received value for money. The DPW assured members that it was aware of the tendency to inflate prices when competing for government tenders, and that it guarded against this practice. The Committee was assured that the 'contamination of ground' referred to was not fabricated, but the DPW conceded that its geo-technicians could have been more thorough.
- 3.2.4 The DPW's claim that "according to the conditions of contract (JBCC or GCC) there are no limitations to cost escalations resulting from deviations from the original plan" was refuted. The DPW explained that there is a limit to the additional work the client is allowed to request: such escalations in work requested can be up to 20% or R20 million whichever is smaller. Escalations to costs are most often due to additional requests from the client. There is a 20% limit in the general conditions of contract (GCC), but no limit in contracts of the Joint Building Contract Committee(JBCC).
- 3.2.5 The DPW reported that 293 learners received training at Ceres, Vanrhynsdorp and Brandvlei. The learners were recruited from the areas surrounding the projects. Upon completion of their training, they could reapply for additional programmes or exit the system. Many were employed by the contractor. The DPW refuted the Vusela Company's claim that, because workers were inexperienced, the delays were unavoidable.

**4. OTHER BUSINESS**

- 4.1 Members had, on 15 February 2012, raised concerns about the manner in which members invited to DCS functions were treated at these official functions. While the Committee by no means expected extravagant displays, it did expect some recognition of it as the DCS' closest stakeholder, advocate of its budget, and partner in seeing it succeed. The DCS should bear in mind that members of the Committee attending functions were representatives of Parliament, and were not attending functions as representatives of their political parties. Any member representing the Committee at official functions should be treated with the respect his or her office demanded.
- 4.2 Members suspected that communication between officials responsible for parliamentary liaison and their principals is inefficient. It has come to the Committee's attention that much of what is discussed in meetings, was not brought to the accounting officer or the minister's attention.
- 4.4 The National Commissioner noted members' concerns, and apologised for those instances in which the DCS had failed to observe protocol.

**9. CLOSURE**

The meeting adjourned at 13h10 and the Committee's next meeting will take place on 29 February 2012 in the Old Assembly Chamber.

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**Chairperson: Mr V Smith**

15/03/2012

**Date**

**PORTFOLIO COMMITTEE ON CORRECTIONAL SERVICES**

**6 March 2013**

**09h30**

**Venue: Committee Room 2, 90 Plein Street**

**COMMITTEE BUSINESS ; AUDITOR GENERAL OF SOUTH AFRICA BRIEFING ON THE DEPARTMENT OF CORRECTIONAL SERVICES-RELATED FINDING OF THE 2013 AUDIT OF THE USE OF CONSULTANTS BY CERTAIN GOVERNMENT DEPARTMENTS; JUDICIAL INSPECTORATE FOR CORRECTIONAL SERVICES OCT-DEC 2012 QUARTERLY REPORT**

**MINUTES OF PROCEEDINGS<sup>1</sup>**

**IN ATTENDANCE**

**1. Portfolio Committee on Correctional Services**

***African National Congress***

Mr S Abram; Mr M Cele; Mr V Magagula; Ms JP Ngubeni-Maluleka; Ms W Ngwenya; Ms M Phaliso; Mr V Smith (Chairperson)

***Democratic Alliance***

Adv L Max; Mr J Selfe

***Congress of the People***

Mr B Mnguni

***Support staff***

Ms C Balie (Committee Secretary); Mr S Mthonjeni (Committee Assistant); Mr M, Mathabathe (Committee Researcher); Ms M Motumi (Executive Secretary: Chairperson); Ms K Ndyondya (Communications Specialist)

**2. Guests**

***Ministry and Department of Correctional Services***

Ms J Mekoa (Acting Deputy Commissioner: Executive Management)

***Judicial Inspectorate for Correctional Services***

Judge V Tshabalala (Inspecting Judge); Mr A Carelse (Chief Executive Officer); Mr M Masondo (Dir: Management Regions); Mr D Dwarte (Financial Manager); Ms V Grootboom (Manager: Complaints); Mr P Mohlaba (Manager: Mandatory Unit); Mr T Faku (Case Officer); Ms K Petersen (Policy and Research Manager); Mr V Tola (Communications Officer)

***Auditor General of South Africa***

Ms G Ramphaka; Mr G Lourens (Business Executive); Mr S Jiyana (Senior Manager); Ms A Ferreira (Senior Manager); Ms V Mafilika (Parliamentary Manager)

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<sup>1</sup> Adopted without amendments on 24 April 2013: moved W Ngwenya, seconded V Ndlovu

**3. Stakeholders**

Ms V Padayachee (National Institute for crime Prevention and the Reintegration of Offenders); Ms C Ballard (Civil Society Prison Reform Initiative); Mr L Muntingh (Civil Society Prison Reform Initiative)

**4. Media**

Mr D Winterbach (Parliamentary Monitoring Unit); Ms C Davids (Independent Newspapers); Mr R Davids (South African Press Association); Mr W Hartley (Business Day); Ms P Essop (Die Burger); Mr S Mkhwanazi (The New Age);

**5. Other**

Mr I Kinnes (Content Adviser: Select Committee on Justice and Constitutional Development)

**6. APOLOGIES**

**Portfolio Committee on Correctional Services:** Mr VB Ndlovu (IFP)

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**RELEVANT DOCUMENTS**

1. Draft report on the oversight visit to the Groenpunt Maximum security centre
  2. Draft minutes: 19 & 20 Feb 2013
  3. Correspondence re: study tours
  4. Standing Committee on Public Accounts invitation to attend its 13 March 2013 hearing on the
  5. Report of the Auditor General on a performance audit on the use of consultants at selected national departments
  6. AGSA presentation on the performance audit of the use of consultants at the Department of Correctional Services
  7. National Audit Office report on the use of consultants and interims (UK)
  8. Judicial Inspectorate for Correctional Services Oct-Dec 2012 quarterly report
  9. Observations made during the 20 February 2013 unannounced visit to the Judicial Inspectorate for Correctional Services' Cape Town office were tabled for inclusion in the Committee's report on the visit.
  10. In response to the alleged assaults, the Chairperson emphasised that all people, had to be treated with human dignity. The Committee condemned assaults on inmates and officials. If the investigation into the Durban Westville-matter revealed that officials were responsible for the inmate's death, the Committee had to pronounce itself on the matter. Those involved had to be suspended, and if implicated should be charged criminally. Given that the matter has been formally tabled before the Committee, Members would consider whether a delegation would be requested to visit the centre to assess the situation.
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### SUMMARY OF OUTCOMES

1. The Committee accepted the SCOPA invitation to attend its 13 March 2013-hearing on the Department of Correctional Services-related aspects of the Auditor General of South Africa-audit on the use of consultants by certain government departments.
2. It was agreed that stakeholder-input on the 2013/14 budget and strategic plan should focus on the following areas: women in incarceration; humane treatment of offenders, and conditions of incarceration; reducing overcrowding; and rehabilitation.
3. The 19 and 20 February 2013 minutes of proceedings were adopted without amendments.
4. It was agreed that many of the matters raised during the 19 February meeting could be followed-up during the interactions on the DCS' 2013\14 budget and strategic plan.
5. It was agreed that all matters of strategy should be raised during the interactions on the DCS' strategic plan and budget, and that if necessary the DCS would be requested to, in a separate session, brief the Committee on their gang-management strategy.
7. The Committee adopted its report on the 16 January 2013 visit to the Groenpunt Maximum Security Correctional Centre, with two technical amendments.
8. It was agreed that a meeting between the Chairperson and the House Chairperson should be arranged, and that Members Ngwenya, Selfe and Abram would accompany the Chairperson should participate in that meeting.
9. Serious reservations about DCS officials investigating matters, in which DCS-officials were likely to be implicated, themselves remained a source of concern. The Committee would consider how such investigations should ideally be managed, and make recommendations in this regard.
10. The Committee committed itself to carefully consider the findings, and to follow-up on commitments made by the DCS with regard to the findings contained in the AGSA's report on certain government departments' use of consultants.
11. The JICS should ensure that future reports should provided much greater detail with regard to the reasons for, and age of information requested from the DCS but still outstanding information.
12. The Committee agreed that it would consider a different approach in respect of matters related to reporting on human rights violation-allegations reported to, or violations discovered by the JICS. It was not desirable for these to be dealt with on a quarterly basis only, as such abuses had to be addressed with the necessary urgency, and the DCS' failure to do so, had to be brought to the Committee's immediate attention.
13. The JICS' funding had to be discussed with the DCS, and a solution had to be found as a matter of urgency.



14. A number of serious anonymous allegations against senior managers were brought to the Inspecting Judge's attention, for investigation, and action should they be found to be true.
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## PROCEEDINGS

### 1. OPENING REMARKS

The Chairperson noted apologies received, and confirmed the agenda.

### 2. COMMITTEE BUSINESS

#### 2.1 Standing Committee on Public Accounts hearing: 13 March 2013

- 2.1.1 The Standing Committee on Public Accounts (SCOPA)'s invitation to its hearing on the Department of Correctional Services-related aspects of the Auditor General of South Africa-audit on the use of consultants by certain government departments, scheduled to take place on 13 March 2013, was tabled. Members agreed to participate in the meeting.

#### 2.2 DCS 2013/14 budget and strategic and annual performance plans: public hearings

- 2.2.1 Noting the presence of a number of the Committee's regular stakeholders, and commentators on the DCS' budget, the Chairperson requested that input on the 2013/14 budget and strategic plan should focus on the following areas: women in incarceration; humane treatment of offenders, and conditions of incarceration; overcrowding; and rehabilitation. Formal communication to this effect would be sent to all regular stakeholders.<sup>2</sup>

#### 2.3 Adoption of committee minutes

- 2.3.1 Mr Selfe moved for, and Ms Ngwenya seconded the adoption of the of the 19 February 2013 minutes without amendments.
- 2.3.2 Mr Magagula moved for, and Ms Ngubeni-Maluleka seconded the adoption of the 20 February 2013 minutes without amendments.
- 2.3.3 It was emphasised that the DCS should be held to the commitments to provide additional information. Though these are recorded under the "Summary of Outcomes" section of

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<sup>2</sup> An alert to this effect was issued to all stakeholders on 8 March 2013.

minutes, care should be taken that all decisions are captured. It was agreed that many of the matters raised during the 19 February meeting could be followed-up during the interactions on the DCS' 2013\14 budget and strategic plan.

- 2.3.4 Adv Max had in 2012 requested that a meeting on the DCS' gang management strategy should be scheduled. Given the recent violent incidents, which had been ascribed to gang activity, he requested again that a meeting should be scheduled urgently, so that the committee may be able to assess whether the strategies the DCS claimed to have in place, were aligned to the gang-management strategies of other cluster-departments. The Chairperson suggested that all matters of strategy should be raised during the interactions on the DCS' strategic plan and budget. As these interactions are only a few hours long, the DCS might have to be requested to, in a separate session, brief the Committee on their gang-management strategy.<sup>3</sup>

## **2.4 Adoption of committee reports**

- 2.4.1 The Committee adopted the Committee's report on 16 January 2013 visit to the Groenpunt Maximum Security Correctional Centre, with two technical amendments.
- 2.4.2 Following the visit the Committee had learnt through the media that the inmate who assaulted the official during the visit, had died. Although the Committee had received the JICS' report on the incident, no such report was received from the DCS.

## **2.5 Study Tours**

- 2.5.1 As agreed the House Chairperson had been requested to brief the Committee on the process followed when considering study tour applications, and the reasons why the Committee has not been granted permission to undertake a study tour. In response the House Chairperson stated that as it was not practice for the House Chairperson to meet with committees, a meeting between himself and the Chairperson would have to be convened.
- 2.5.2 Members felt that even if the House Chairperson was unable to meet with the Committee, he ought to have allowed capable officials from his office to address the Committee on the concerns raised. Concern was raised about the appropriateness of the House Chairperson, who was a public representative, refusing to meet with a parliamentary committee to discuss matters impacting on oversight.

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<sup>3</sup> A meeting on, amongst others the DCS' gang management strategy has been scheduled to take place on 8 May 2013

2.5.3 The Chairperson reminded members that during recent training for parliamentarians, the various reasons why permission to undertake study tours were no longer easily granted, were explained. These included the burden on the Department of International Relations and Cooperation (DIRCO), and that some countries that have been inundated with visits from South Africa, were no longer willing to receive parliamentary delegations. He anticipated that the explanations the House Chairperson was likely to provide in a private meeting, would not differ much from those provided during the training sessions.

2.5.4 It was felt that the House Chairperson was charged with, amongst others, ensuring that the work of parliamentary committees was well-coordinated, so that the challenges described during the training session were avoided. It was emphasised that the Committee did not seek clarity on why study tours were no longer easily granted, but clarity on how a situation whereby some committees frequently undertook such visits, others such as the correctional services committee, have not been granted permission to undertake visits in more than eight years, had been arrived at.

2.5.5 It was agreed that a meeting between the Chairperson and the House Chairperson should be arranged, and that Members Ngwenya, Selfe and Abram would accompany the Chairperson should participate in that meeting.<sup>4</sup>

## **2.6 Observations made during 20 February 2013 visit to the Judicial Inspectorate for Correctional Services head office**

2.6.1 The delegation had split into three groups, and visited the directorates responsible for:

- the management regions;
- finance, supply chain and logistics;
- legal services; and
- human resource development.

2.6.2 The delegation who had visited the Legal Services-directorate tabled a written document, to which no amendments were made.

2.6.3 The delegation who had visited the finance, supply chain and logistics unit observed the following:

- that the JICS suffered severe budgetary constraints;

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<sup>4</sup> The meeting took place on Wednesday, 13 March 2013.

- the procurement unit suffered severe staff shortages: two officials were appointed to procure goods for all the JICS' offices;
- the JICS did not manage the funds it received from the DCS itself: all purchases made had to be requisitioned via the DCS;
- the finance unit was also severely understaffed, and it was pointed out that if the new organogram was to be implemented, the unit would still not be sufficiently capacitated;
- the newly-established communications unit, which would be responsible for communication with the public, stakeholders, and the DCS was still in a state of flux, especially since a new manager was recently appointed, after the official who had led the establishment of the unit had resigned.

2.6.4 Prior to the visit the Chairperson had received allegations of 'inappropriate conduct' by managers. During the visit it was observed that officials were fearful of intimidation and victimisation. Officials were assured that they could approach the Committee, should they wish to do so. The Committee had received an anonymous submission, and requested a more detailed report based on which the matter may be investigated. At the time of the meeting, no such report had yet been received.

### **3. REPORT OF THE AUDITOR GENERAL OF SOUTH AFRICA ON A PERFORMANCE AUDIT OF THE USE OF CONSULTANTS AT SELECTED NATIONAL DEPARTMENTS**

The AGSA representatives emphasised that they tried to facilitate oversight by empowering parliamentary committees, so that they may influence the strategic direction of the departments they oversee. In order to have such influence, committees needed to be able to monitor departments' implementation of recommendations towards the agreed to outcomes. Committees needed to be able to identify risks, ensure proper accountable and transparency, and monitor the implementation of corrective action. As the presenters did not deviate from what was contained in the written document that is not summarised here.

#### **3.1 Discussion**

##### **Substantial contracts not included in the scope of the audit**

3.1.1 While the report made some mention of contracts awarded to the Bosasa company, it made no mention of the other large contracts awarded to the companies, Sondolo and Phezulu. The contracts awarded to the three companies far exceeded the



R15 million mentioned in relation to Bosasa, and clarity was sought on why these contracts were not included in the scope of the audit. The AGSA confirmed that the audit was restricted to a sample of contracts only. In the case of the Bosasa-contracts, all information was with the Special Investigating Unit (SIU) and therefore the information was not available to be audited.

#### **Administrative extension of contracts**

- 3.1.2 According to the Public Finance Management Act (PFMA), contracts may only be administratively extended under specific conditions. The audit revealed that some contracts had been extended administratively, and clarity was sought as to whether the extensions were in line with PFMA requirements. The AGSA explained that administrative extensions were allowed under certain conditions, and may not exceed 15% of the original contract value. In exceptional circumstances only, extensions valued at more than 15% may be granted. In all other instances the competitive bidding process had to be followed.

#### **Non-compliance with procurement processes**

- 3.1.3 Concern was raised that the maladministration described in the report, had been present in the DCS for a long time, and was still continuing. The situation was unacceptable, particularly as the DCS appeared to have no regard for the work done by state institutions such as the AGSA. Clarity was sought on whether the DCS had had to account for the several instances in which it had failed to adhere to procurement processes, and if so who had been responsible for ensuring that action was taken.
- 3.1.4 The Chairperson explained that the AGSA could only report on past practices they had audited, and that those reports were tabled in Parliament for the relevant committees to pursue. The report considered that day contained the DCS' responses to the findings, and these would be further interrogated in the above-mentioned joint meeting with SCOPA.
- 3.1.5 The AGSA agreed that irregularities should be followed up on, and investigated. National Treasury was in receipt of the AGSA's management report, and that some action, particularly in relation to the IT contract, had already been taken. Various officials had authorised the contracts audited, and in some of the matters their role overlapped with that of the accounting officer. It was explained that in some cases the accounting officer may have authorised that and it was explained that in some instances, accounting officers authorised a process, but that the process is then not implemented as per the

authorisation. The DCS was best able to provide the detail of those implicated in the irregularities discovered. The report contained commitments from the DCS that it would investigate matters, and take appropriate action against those implicated, and these should be followed-up on.

- 3.1.6 The Chairperson accepted that the DCS had made certain commitments, but voiced the Committee's serious reservations about DCS officials investigating matters, in which DCS-officials were likely to be implicated, themselves. The Committee would consider how such investigations should ideally be managed, and make recommendations in this regard.
- 3.1.7 The Chairperson felt strongly that should the debate around what constituted the core functions of the DCS not be resolved, the DCS' over-use, and mismanagement of consultants, was likely to remain a challenge. The issues had to be carefully considered, and National Treasury's assistance sought. To avoid some of the challenges identified services that are not core to a department's activities, should be identified, and centralised
- 3.1.8 In closing the Chairperson drew attention to the impact the DCS' chronic leadership instability had on accountability. The accounting officers at the helm in the period audited, have all left the DCS and/or government, and therefore would not be held to account. It was important that measures be put in place so that even if one left a department, one could still be pursued for any irregularities discovered after one has resigned or retired. This message had to be sent to the DCS' Executive, National Commissioner and Chief Financial Officer, when one is appointed.
- 3.1.9 The Committee committed itself to carefully consider the findings, and to follow-up on commitments made by the DCS.

#### **4. JUDICIAL INSPECTORATE FOR CORRECTIONAL SERVICES OCT-DECEMBER 2012 QUARTERLY REPORT**

The Chairperson allowed the Finance Manager, communications officer and case officer, not familiar to the Committee opportunity to introduce themselves. As the report had been submitted to the Committee in advance, the JICS was not required to present the document.

#### **4.1 Consequences of the process of allocating funds to the JICS**

- 4.1.1 The JICS had expanded dramatically recently; the revised structure which informed the expansion was approved in November 2012. The JICS' fixed establishment was also approved, and therefore posts were advertised, in anticipation that the budget necessary to fill the additional posts, would be made available.
- 4.1.2 The expansion notwithstanding, the JICS had recently been informed that owing to instructions to curb its spending, the DCS would not be able to increase its allocation to the JICS. For the Inspecting Judge, the explanation was far-fetched considering that the DCS habitually underspent: the DCS was presenting budgetary constraints as the challenge, when in fact the challenge lay in its "suspect" financial management.
- 4.1.3 The CEO, pre-empting questions that may have arisen about the JICS' under-expenditure despite its budgetary constraints explained that the R7 million that would not be spent would have been spent on filling the new posts mentioned above. When the new structure was approved in 2012 the JICS requested the DCS to create 55 new posts on PERSAL. As the DCS has for a long time been unable to fill existing posts, National Treasury could not be approached for additional posts. The CEO pointed out that in anticipation of the posts being created, thirty-three officials have been on contract for the past two years.
- 4.1.4 The Inspecting Judge proceeded to illustrate how the consequences of the budgetary constraints impacted on how the JICS was perceived. In the Free State and Kwazulu Natal regions, the JICS did not have its own offices. The JICS' Free State office was situated on the Grootvlei Correctional Centre premises. The JICS had two offices in Durban: the Inspecting Judge utilised two offices in a DPW-occupied building, while the Kwazulu Natal regional office was situated in a building used by the Durban Westville Community Corrections branch. In George the situation was the same, with the JICS' offices occupying space in the Community Corrections office. The situation was intolerable, and contributed to the perception that the JICS was not entirely independent.
- 4.1.5 Despite the challenges highlighted above, the Inspecting Judge expressed faith that the JICS' investigators were unbiased and independent in their reporting.
- 4.1.6 Members felt strongly that the situation had to be discussed with the DCS as a matter of urgency, and that a solution should be found. The recent unannounced visit to the JICS'

Cape Town office, confirmed that the challenges experienced were as serious as reported by the JICS. In Members' observation, the JICS was being held to ransom by the DCS. It was not clear why the JICS was so intertwined with the department they were supposed to oversee, but it was clear that if the JICS were to perform its envisioned function, it would have to become completely independent of the DCS. While the JICS may wish to be independent and work independently, the fact that all its activities were dependant on the DCS' willingness to appropriately allocate funds to them meant that the DCS was effectively controlling the extent to which the JICS was able to execute its mandate.

#### **4.2 Administration: Human Resource Management**

- 4.2.1 During the above-mentioned unannounced oversight visit contract workers' frustration about their instability of their employment had been noted. The impact of non-permanent positions, and the frequent changes in employees that this has caused within the JICS, was also identified as a concern: often contracts came to an end just as skills have been acquired, and tasks were being performed as expected resulting in lowered productivity when new employees have to be trained.
- 4.2.2 Following the visit some members received phone calls from former employees alleging, amongst others, that the JICS legal Services Unit manager, especially abused sick leave. The CEO explained that an audit performed a few months earlier, had not found any abuse of sick, or other leave by any JICS officials.
- 4.2.3 It was also alleged that the Legal Services Unit manager's attitude, which was described as rude, made for an unpleasant working environment. If the allegations were true, they were a cause for serious concern, as a negative environment had a detrimental effect on productivity. If the allegations were true they had to be addressed as a matter of urgency.
- 4.2.4 The Chairperson shared that he had received anonymous allegations of sexual harassment against senior managers. Given the JICS' responsibility to ensure humane and fair treatment, the allegations were of serious concern, because they drew into question the integrity of the managers tasked with executing this mandate. Those who made the allegations were assured invited to formally table their complaints before the Committee so that the matters may be brought to the inspecting Judge's attention.

#### **4.3 Administration programme: warnings issued to officials in the period under review**



- 4.3.1 In response to Members' request for a more detailed report on the three written and four verbal warnings issued in the period under review, the CEO requested permission to submit a response in writing. The Chairperson felt strongly that while the finer details of the transgressions may be difficult to present without notice, the CEO and delegation of senior managers accompanying him ought to be in a position to provide at least the nature of the transgressions, given that they had submitted the document containing the information to the Committee for interrogation. The CEO proceeded to explain that the transgression related to the irregular suspension of an ICCV, the abuse of telephone services, and abuse of official vehicles.

#### **4.4 Administration: equity at senior management level**

- 4.4.1 Asked about the number of people with disabilities, and women employed, the CEO explained that one person with a disability, and four women reported directly to him.
- 4.4.2 Some members took offence to the term "racial composition" used in the report: Given that the Apartheid-era racial classification legislation was no longer in operation, the manner in which information-related to racial equity was provided, had to be reviewed.

#### **4.5 Administration: Vacancies**

- 4.5.1 The JICS was again urged to attend to the manner in which it managed recruitment. Vacancies that could be prevented through monitoring and planning, had to be minimised. The CEO explained that given the acute staff shortages experienced, it was difficult to manage recruitment processes. Although there was a substantial decrease in vacancies, much still needed to be done to reach the 95% capacity at which the JICS should be operating.
- 4.5.2 Given that the JICS did not receive its own budget, but received an allocation from the DCS, it was considered a division thereof. The JICS could not request posts from National Treasury, and therefore it had requested the DCS to create a number of posts, in line with its newly approved establishment. The DCS has for a number of years been unable to fill its own posts, and therefore was unable to request National Treasury to increase its establishment.

#### **4.6 Independent Correctional Centre Visitors**

- 46.1 Members remained concerned that independent correctional centres visitors received very little by way of remuneration.

#### **4.7 January 2013 Grootvlei, St Albans and Pollsmoor incidents: Inspecting Judge's assessment**

- 4.7.1 The Inspecting Judge confirmed that the actions taken by officials during the St Albans and Pollsmoor incidents were appropriate in relation to the inmate-on-inmate violence that had to be quelled.
- 4.7.2 In the case of the Groenpunt incident however, the Inspecting Judge felt that the Free State/Northern Cape Deputy Regional Commissioner had shown a superficial understanding of what had led to the incident, and therefore attempted to reduce the incident, and subsequent events, to officials responding to violence by inmates. The impact prison authorities' failure to respond to complaints lodged many months before the riot was not acknowledged at all. In addition to this, the JICS, as did the Committee, found that the centre did not meet the criteria set for maximum security facilities. The conditions were further exacerbated by the overcrowding experienced at the centre.
- 4.7.3 Members reiterated their concerns about the suitability of the centre, the DCS pattern of half-heartedly conducting investigations which never appear to result in appropriate sanctions, and that officials often interfere in matters under investigation by for example, unceremoniously transferring inmates who may serve as witnesses.

#### **4.8 Unnatural death reported at Durban Westville on 23 February 2013**

- 4.8.1 According to report received from the JICS on 5 March 2013, eight officials had allegedly beaten an inmate to death at the Durban Westville Correctional Centre on 23 February 2013. The JICS' preliminary investigation revealed that the inmate had died as a result of an assault<sup>5</sup>. The DCS officials interviewed provided conflicting versions of what had transpired, and the JICS emphasised that it was vital that the matter be thoroughly investigated.
- 4.8.2 In response to the alleged assaults, the Chairperson emphasised that all people, had to be treated with human dignity. The Committee condemned assaults on inmates and officials. If the investigation into the Durban Westville-matter revealed that officials were responsible for the inmate's death, the Committee had to pronounce itself on the matter. Those involved had to be suspended, and if implicated should be charged criminally. Given that the matter has been formally tabled before the Committee, Members would consider whether a delegation would be requested to visit the centre to assess the situation.

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<sup>5</sup> The JICS preliminary report was submitted to the Committee on 5 March 2013.

- 4.8.3 Some felt that the risk officials were exposed to had to be acknowledged, and addressed. In many instances inmates who have grown frustrated with the failure to address challenges, took to violence, placing officials working in centres at risk. Inmates had to be made aware that officials shared the same human rights they enjoyed, and that the Committee had a responsibility to ensure safe detention, as well as safe working conditions.
- 4.8.4 Others, were of the view that offenders were in incarceration because they had failed to adhere to the laws governing society, and therefore were incarcerated to be rehabilitated. Their unacceptable behaviour while still subject to the DCS' care could therefore be understood to a degree. What was less palatable was the moral breakdown among officials charged with rehabilitating such offenders: as correctional officials are aware that they will be in close contact with people who have committed often aggressive crimes, they cannot use an inmate's aggression as a justification for committing the abuses that are allegedly suffered at the hands of correctional officials.
- 4.8.5 In members' assessment officials and inmates faced serious challenges which threatened safe incarceration. The DCS' senior management and leadership consistently failed to address the root causes of the frustration, which included overcrowding and poor salaries.

#### **4.9 DCS-JICS Relationship**

- 4.9.1 The Inspecting Judge pointed out that in a number of matters referred to the JICS, the DCS' responses were long-outstanding. Some of the matters dated back many months. He emphasised that given that the JICS did not have powers similar to bodies established in terms of Chapter 9 of the Constitution of the RSA, it had no means of forcing the DCS to respond to recommendations or requests for information.
- 4.9.2 The significant improvement reported as far as the attendance of visiting committee (VC) meetings was noted, and members sought clarity on what the impact of the improved attendance has been. The CEO explained only that the JICS' regional managers' monthly reports reflected a dramatic increase in heads of correctional centres' attendance of the VC meetings.
- 4.9.3 Members observed that the DCS' poor response to JICS reports and requests for information contradicted the CEO's earlier assertions that the communication and

reporting had improved greatly. The recent unannounced visit, and the October to December quarterly report painted a different picture however.

- 4.9.4 The CEO explained that there has been a major improvement in the operational support (e.g. matters related to Persal, and LOGIS) provided to the JICS. The challenges of budget and structure were discussed at executive level, and were being addressed. Although the DCS' response to reports has improved markedly, there were still more cases in which information was outstanding, than those for which all information has been received. There was still major concern about the DCS' very poor response in relation to investigations, and mandatory reporting.
- 4.9.5 Members requested that future reports should provide much greater detail with regard to the reasons for, and age of outstanding information.
- 4.9.6 Members remained concerned that most of what was being reported to the JICS related to matters that could easily have been resolved by the centre managers themselves had the complaints procedure been adhered to. In addition, the nature of the complaints reported was always more or less the same. It was feared that because the JICS had to occupy itself with complaints related to very basic issues such as the provision of clothing, meals and maintenance, it wasted its already insufficient resources which should be used to investigate substantial matters related to serious abuses of inmates' rights. DCS senior managers had to answer for why so many matters emanating from centres and which should be resolved by officials in the DCS regions were being referred to the JICS.
- 4.9.7 The Committee agreed that it would consider a different approach in respect of matters related to reporting on human rights violation-allegations reported to, or violations discovered by the JICS. It was not desirable for these to be dealt with on a quarterly basis only, as such abuses had to be addressed with the necessary urgency, and the DCS' failure to do so, had to be brought to the Committee's immediate attention.

## **7. CLOSURE**

- 7.1 It was agreed that matters related to the JICS' operation and structure would be postponed for discussion in greater detail during the still to be scheduled interaction on the JICS' independence.



- 7.2 It was emphasised that the Committee was charged with protecting both inmates and offenders right to safety, and that awareness had to be raised among the public about the rights of both inmates and officials. Discussions around humane treatment should include matters affecting officials, as their treatment ultimately impacted on how offenders were treated.
- 7.3 The meeting closed at 13h00, and the Committee's next meeting will take place on 20 March 2013. On 13 March 2013 members of the Committee will participate in the above-mentioned SCOPA meeting.

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**Chairperson: Mr V Smith, MP**

24/04/2013

**Date**



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**AFFIDAVIT****VUSELELO VINCENT MAGAGULA**

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I, the undersigned

**VUSELELO VINCENT MAGAGULA**

State under Oath in English that:

1

I am an adult male with identity number 730111 5454 089 in the employ of Mpumalanga Department of Economic Development & Tourism since 1 September 2017. My contact numbers are (013) 766 4194 and (073) 5361 537

2

This statement is to my personal knowledge true and correct, unless stated otherwise.


3

During 2009 I served on two committees, being National Portfolio Committees of Minerals and on Social Development until 2011. During 2011 up to 2014 national elections, I served in the Portfolio Committee on Correctional Services, (DCS) and still continued at the same time on Social Development.

4

I was asked by the State Capture Commission investigator, Mr Themba Patrick Mlambo ("Mr Mlambo") to comment on or confirm the meeting alluded to by Mr Angelo Agrizzi ("Mr Agrizzi") on paragraph 24.1 of his statement and, ostensibly made during his testimony to the Commission hearing as follows:

*"Although I had met Vincent Smith earlier, I attended a meeting at a hotel on Rivonia Road Johannesburg during 2011 with Gavin Watson and Seopela. Vincent Smith and two other parliamentarians, Magagula (whose first name I do not know) and Winnie Ngwenya were present During this meeting it became evident to me*

VV 

*that those individuals were members of parliament and members of the Standing Committee on Correctional Services. Vincent Smith also alluded to a previous discussion with Gavin Watson relating to the working relationship between the Department of Correctional Services and Bosasa."*

5

I recall a meeting I had at a restaurant in Johannesburg during 2011 whilst I was new in the Portfolio Committee on DCS. The late, Mr Gavin Watson ("Mr Watson") and Mr Angelo Agrizzi ("Mr Agrizzi") had called to meet with me. I do not recall exactly where in Johannesburg as I was then not familiar with Johannesburg. The pair had called me whilst I was at the ORT International Airport. I do not recall how I was guided to the meeting place from the airport as I had to pull out of the airport to meet with them. I had never heard of these people before. They informed me that they knew that I did not know them, however they sought to meet with me. I agreed to meet with them.

6

At this meeting both gentlemen introduced themselves as Mr Gavin Watson and Angelo Agrizzi and that they work for Bosasa. They explained the work they were doing in the prison kitchens. They presented an impressive document which explained in detail what they were doing. They said to me that they knew that I was a lawyer by profession, which I am not. I informed them that it was not correct that I was lawyer and that whosoever informed them so was feeding them incorrect information about me.

7

I informed them that I had just joined the portfolio committee on DCS and further advised them to speak to the then chairperson of the Committee, Mr Vincent Smith ("Mr Smith"). The meeting concluded at that moment and we left. I never heard from the two gentlemen again.

8

I heard later from a number of people that they heard and saw on TV that Mr Agrizzi said that he used to give a package of thirty thousand rands (R30 000) on monthly basis. This I dismiss as utter nonsense as I had never received any money from mr Agrizzi.

9

This is all I wish to state.

VV MR



I know and understand the contents of this statement.  
I have no objection to taking the prescribed Oath.  
I consider the prescribed Oath to be binding on my conscience

  
V Magagula

I certify that this statement was noted down by me and that the deponent has acknowledged that he knows and understands the contents of this statement. This statement was sworn to before me and the deponents' signature placed thereon in my presence in Nelspruit.

  
**THEMBINKOSI NORMAN FAKUDE**  
DIRECTOR-LEGAL  
BUILDING No.4 1st FLOOR  
No.7 GOVERNMENT BOULEVARD NELSPRUIT 1200  
COMMISSIONER OF OATHS RSA  
DEPARTMENT OF ECONOMIC DEVELOPMENT  
AND TOURISM

MPUMALANGA PROVINCIAL GOVERNMENT  
DEPT. OF ECONOMIC  
DEVELOPMENT AND TOURISM  
**01-10-2019**  
LEGAL SERVICES  
PRIVATE BAG X11215  
NELSPRUIT 1200



Use Smith and Mr V Smith									
Details of renter's and vehicles provided by Avis together with payments of Blakes Travel Involes									
Part two									
Number	Supplies	Blakes Travel Invoice No	Date of Invoice	Invoice Addressed to	Description of Blakes Travel Invoice	DOC NO	Total Amount of Invoice (R)	Identity confirmed	Payment confirmed
1	Avis	BT 26040	11-Aug-16	JJ Venter	DOC NO: 802551753 DRIVER SMITH MS B 11/07/16-5/8/2016 ROODEPOORT VOUCHER 0563703		7 954,68	Avis records reflect 'renter details' as: Brumilda Smith ID9704070040082. Damage/ Incident report attached thereto reflects the driver as: Vincent Smith ID6007185198081	Payment confirmed Date of payment: 02 October 2016
2	Avis	BT 28727	18-Jan-17	JJ Venter	DOC NO: 433451826 SMITH B MS DATE: 18/12/2016 - 05/01/2017 ROODEPOORT		12 444,83	Avis records reflect 'renter details' as: Brumilda Smith 9704070040082. Damage/ Incident report attached thereto reflects Brumilda Smith as the driver	Combined payment confirmed Date of payment: 02 March 2017
3	Avis	BT 28996	09-Feb-17	JJ Venter	DOC NO: 433451186 DRIVER SMITH MS B 18/12/2016-5/1/2017 ROODEPOORT TRAFFIC FINE ADMIN FEES REFER TO BT -28727 VOUCHER 0563898		352,00	Avis records reflect 'renter details' as: Brumilda Smith 9704070040082.	Payment confirmed Date of payment: 02 September 2016
4	Avis	BT25590	11-Jul-16	JJ Venter	DOC NO: 802588312 DRIVER SMITH MS B 11/6/2016-11/7/2016 ROODEPOORT VOUCHER 0563703		9 151,98	Avis records reflect 'renter details' as: Brumilda Smith 9704070040082.	
					Total		20 751,51		
XOS - details of renter									
Names	ID Number	Employment	Common details between the two						
BRUMILDA DOREEN SMITH	9704070040082	None	0117601731						
VINCENT GEORGE SMITH	6007185198081	MEMBER OF PARLIAMENT ANC	0832863006						

Blakes Travel Invoice Number	Document Number	Vehicle Details			Renter Details			
		Make & Model	Colour	Registration Number	Name & Surname	ID Number	Contact Number	Address
1	BT 27922	Toyota Corolla Quest	Silver	CA301579	Mr. Jacobus Du Toit	5211195136088	0781640205	18 Melville, Bloemfontein
2	2612	No details - awaiting feedback from Avis USA						
3	3481	Hyundai Accent	White	BR92BLGP	Mr. Peter Daluxolo	7404115791086	0838728717	46 Via O Vrieto, Outspan Road, Sandton
4	BT 11914	Hyundai i20	White	CP11NTGP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
5	BT 12506	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
6	BT 12533	Toyota Corolla	Silver	CW37LHGP	Mr. Thobani Khumalo	7301035698088	0827361868	2629 Umhlanga Rocks, Durban
7	BT 26040	VW Polo Vivo Auto	White	ND812254	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
8	BT 27786	Hyundai Grand i10	White	FD45R8GP	Mr. Jacobus Du Toit	5211195136088	0781640205	18 Melville, Brandwag, Bloemfontein
9	BT 28727	Honda Jazz CVT	Silver	FN56PXGP	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
10	BT 28996	Honda Jazz CVT	Silver	FN56PXGP	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
11	BT 13321	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
12	BT 13877	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
13	BT 25590	VW Polo Vivo Auto	White	ND812254	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort

Blakes Travel Invoice Number	Document Number	Rental Details						
		Check-Out Date	Check-Out Time	C/O KM Reading	Check-In Date	Check-In Time	C/I KM Reading	KMs Driven
1	BT 27922	431707894	19-Oct-16	08:49	1,481	09-Nov-16	15:34	3,209
2	2612	631175720	No details - awaiting feedback from Avis USA					
3	3481	129438794	13-Feb-13	22:34	27,675	17-Feb-13	09:35	478
4	BT 11914	670509895	05-Feb-14	14:17	16,465	06-Feb-14	17:08	64
5	BT 12506	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	460
6	BT 12533	572050522	19-Mar-14	15:18	2,228	20-Mar-14	12:39	9
7	BT 26040	802591753	11-Jul-16	10:11	18,450	05-Aug-16	11:54	189
8	BT 27786	442282816	14-Oct-16	10:02	13,683	19-Oct-16	06:14	1,447
9	BT 28727	433451826	18-Dec-16	13:38	1,884	05-Jan-17	904	564
10	BT 28996	433451826	18-Dec-16	13:38	1,884	05-Jan-17	904	564
11	BT 13321	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	460
12	BT 13877	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	460
13	BT 25590	802588312	11-Jun-16	10:11	15,992	11-Jul-16	10:11	2,458

Blakes Travel Invoice Number		Document Number	Payment Details			
			Date of Invoice	Date of Payment	Payment Reference Number	Payment Amount
1	BT 27922	431707894	17-Nov-16	02-Jan-17	TV 0001 RRR45PB	R 14,427.18
2	2612	631175720	23-Jan-13	11-Mar-13	338730004 C948809V	R 4,583.34
3	3481	129438794	27-Feb-13	02-Apr-13	TV 0001 RRR45PB	R 2,356.83
4	BT 11914	670509895	19-Feb-14	02-Apr-14	TV 0001 RRR45PB	R 822.39
5	BT 12506	572642103	26-Mar-14	02-Apr-14	TV 0001 RRR45PB	R 2,391.19
6	BT 12533	572050522	27-Mar-14	02-May-14	TV 0001 RRR45PB	R 596.34
7	BT 26040	802591753	11-Aug-16	02-Oct-16	TV 0001 RRR45PB	R 7,610.79
8	BT 27786	442282816	11-Nov-16	02-Dec-16	TV 0001 RRR45PB	R 5,396.68
9	BT 28727	433451826	18-Jan-17	02-Mar-17	TV 0001 RRR45PB	R 12,568.83
10	BT 28996	433451826	09-Feb-17			
11	BT 13321	572642103	21-May-14	02-Jun-14	TV 0001 RRR45PB	R 750.01
12	BT 13877	572642103	23-Jun-14			
13	BT 25590	802588312	14-Jul-16	02-Sep-16	TV 0001 RRR45PB	R 8,781.48



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760

## Tax Invoice

Customer VAT Reg.	Company VAT Reg.	Tax Date	Invoice No.
	4610117501	11/Aug/2016	BT 26040

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 702 5174007

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802591753 DRIVER SMITH MS B 11/7/2016-5/8/2016 ROODEPOORT	1	6 827,79	6 827,79	S
	VOUCHER 0563703	1	0,00	0,00	Z
REFUELLING CHARGES SERVICE FEE		1	150,00	150,00	S
VAT Summary			Subtotal		
			R6 977,79		
Rate			VAT		
NET			VAT Total		
S@14,0%			976,89		
Z@0,0%			0,00		
TOTALS			976,89		
			6 977,79		
			VAT Total		
			R976,89		
			Total		
			R7 954,68		
Banking Detail:		TEL NR: (011) 693-3761			
Bank: FNB		FAX NR: (011) 693-3765			
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					
		sure travel			



7. CMD: X806 RA FACSIMILE DOC TZAI5438 H/C TZA00671  
RA 802591753 ACT AGENT ID MVA CCI DIV  
NAM SMITH,B,MS SOR T/77234124/BRIAN CPN  
N/C BLAKES TRAVEL CON ML/0117601731/0832863006/T PAY NA  
AD1 21 SNIPE STREET RMK CPP MNYM  
AD2 HONEYHILL LIC ZAXX40280005LG84 D/C 0/1  
AD3 ROODEPOORT, ZA CID AV884091600004F0563703 TAX 14.000  
MKO 18450 STA R6T ETA 11JUL16/1011 AUT FLO G8 REA DEL  
MKI 18639 ILC R6T ETT 05AUG16/1154 AUT BFL 0 COL  
MCA 0 F/O AWD WIZ ADJ  
RAT X-RF/D HRY 23333 DLY 23333 WKY M/K 279 OTR M699990  
O/M 0/A5861 DOB NMV ENT  
FIN PPN 9704070040082 DP  
TOTAL .00 761.21 .00  
RATE INCLUDES TAX CDW TPI  
AGENT ID 21349 WHI VIVO AUT 4DR CAR GRP D OWN 09106 REG ZAND812254 W/PQ647K

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY TAX INVOICE: E802591753T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	07 AUG 2016
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563703
Voucher Maximum	7 783.68 ZAR

**Rental Information**

Renter: SMITH, B, MS  
Reservation Number: 41320772ZA3  
Rental Agreement: E802591753T  
Rate Code: RF  
Vehicle Group Charged: D  
Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 11 JUL 2016 Time: 10:11  
Date: 05 AUG 2016 Time: 11:54  
Duration: 25 Days 01 hours 43 minutes

Vehicle(s) Driven: WHI VIVO AUT 4 ZA ND812234  
Group: D KM Out: 18450 KM In: 18639 Driven: 189KM

**Rental Charges**

	Rate	Amount	Total	
189 Free Kilometers				
26 Days				
Time and distance	233.33	6 066.58	6 066.58	T
26 Days Windscreen Damage Waiver / Windscreen Tyre Damage Waiver	24.56	638.56	638.56	T
E-Toll charges (incl R10.00 e-Toll Admin Fee)			58.61	T
Contract Fee			64.04	T
VAT charge on taxables (T)	14.00 %	6 827.79	955.89	
Total Amount Due		ZAR	7 783.68	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental POLO VIVO 63KW TLINE SED TIPT: 31 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Commission Revenue (ZAR)	6 066.58
Commission at 2.50 % (ZAR)	151.66-
Commission VAT at 14.00 %	21.23-

E-Toll charges available on [www.avis.co.za](http://www.avis.co.za)**E802591753T**

Checkout Location  
Status 38401434  
Special

Net Amount Due ZAR **7 610.79**

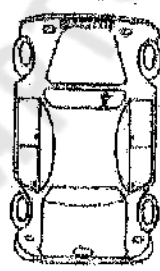
**AVIS**

We try harder

**DAMAGE / INCIDENT REPORT  
(POST RENTAL INSPECTION)**
*To be completed by the driver/renter*

 RENT A CAR/RENTAL OF  
SARONGLO SOUTH AFRICA PTY LTD  
REG NO 1987016148  
REGISTERED FINANCIAL SERVICES PROVIDER

CLAIM No 16/001511

Make / Model Polo V10J Colour 16639 Registration ND 81 2254 BNA Number 13129734 Rental Agent to Complete		Incident Date Location (street & town / only) Police Station Weather (conditions) Vehicle Towed by To: 1		ID/Passport number Name Vincent E-Mail address Celluar : 083 284 8004 Landline : Home <input type="checkbox"/> Work <input type="checkbox"/>	
Surname Smith Address 21 Smepe street Honey Hill Drivers 402 480 23 454 ID/Passport number 6007185198 08		Name Vincent E-Mail address Celluar : 083 284 8004 Landline : Home <input type="checkbox"/> Work <input type="checkbox"/>		ID/Passport number Name Vincent E-Mail address Celluar : 083 284 8004 Landline : Home <input type="checkbox"/> Work <input type="checkbox"/>	
Name of other Party (A) To E-Mail Address		ID/Passport number Registration Insurance company Details of damage		Name/Model Policy No	
Name of other Party (B) To E-Mail Address		ID/Passport number Registration Insurance company Details of damage		Name/Model Policy No	
Name To Address		Name of other To Address		Passenger Driver	
Name To Address		Name of other To Address		Passenger Driver	
Please draw a sketch Drawing behind the truck when stone hit windshield		"X" in area of vehicle damage 		Passenger Driver	
Signature of driver Vincent		Report Date 05/01/08		ID/Passport number 6007185198 08	
RA Number 800571750		Receiving Station R67		Receiving Station R67	
Name of employee receiving this report Maza		Agent ID 21309		Passenger Driver	



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Jan/2017	BT 28727

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 7701617407

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 433451826 SMITH B MS DATE: 18/12/2016 - 05/01/2017 ROODEPOORT	1	10 766,52	10 766,52	S
SERVICE FEE		1	150,00	150,00	S

**VAT Summary**

Rate	VAT	NET	Subtotal	
S@14,0%	1 528,31	10 916,52		R10 916,52
TOTALS	1 528,31	10 916,52	VAT Total	R1 528,31
			Total	R12 444,83

Banking Detail:  
Bank: FNB  
Account Name: Blakes Travel Agency (Pty) Ltd  
Acc No: 51260082627  
Branch Code: 250341

TEL NR: (011) 693-3761  
FAX NR: (011) 693-3765  
(011) 693-4034



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610112501	09/Feb/2017	BT 28996

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 7016173037

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 43345186 DRIVER SMITH MS B 18/12/2016-5/1/2017 ROODEPOORT	1	258,77	258,77	S
SERVICE FEE	TRAFFIC FINE ADMIN FEES REFER TO BT-28727 VOUCHER 0563898	1	50,00	50,00	S
VAT Summary			Subtotal		
			R308,77		
Rate			VAT		
NET			Subtotal		
S@14,0%			43,23		
TOTALS			43,23		
			308,77		
			308,77		
			VAT Total		
			R43,23		
			Total		
			R352,00		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd					
Acc No: 5126082627					
Branch Code: 250341					
TEL NR: (011) 693-3761					
FAX NR: (011) 693-3765					
(011) 693-4034					
sure travel					
IATA					
ISATA					



9. CMD: X806 RA FACSIMILE DOC TZAI5438 H/C TZA00671  
 RA 433451826 ACT AGENT ID MVA CCI DIV  
 NAM SMITH,B,MS SOR T/77234124/BIAN CPN PAY NA  
 N/C SCRATCH FRONT BUMPER CON +27832863006/+27116933761 CPP MNMM  
 AD1 21 SNIPE STREET RMK FINE ADMIN FEE/B 1302.48 D/C 0/1  
 AD2 HONEYHILLS LIC ZAXX9704070040082 TAX 14.000  
 AD3 ROODEPOORT 1724,ZA CID AV884091600004F0563898 DEL  
 MKO 1884 STA R6T ETA 18DEC16/1338 AUT FLO G8 REA COL  
 MKI 2448 ILC R6T ETT 05JAN17/0904 AUT BFL 0 ADJ  
 MCA 0 F/O AWD WIZ  
 RAT X-7N/D HRY 60702 DLY 60702 WKY 365351 M/K 307 OTR  
 O/M 0/F156125 DOB NMV ENT  
 FTN  
 TOTAL .00 TER PEN 9704070040082 DP  
 RATE INCLUDES TAX CDW TPI 1630.55 .00  
 AGENT ID 04071 SIL JAZZ CVT 4DR CAR GRP D OWN 09106 REG ZAFN56PXGP

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



## VEHICLE CONDITION REPORT (PRE-RENTAL INSPECTION)

No damage
-----------

ESTIMATED RENTAL COST

R 10/94-01 x B.S.

(1) LESSOR

CUSTOMER INITIALS

## Rental Agreement

FSW A CAR DIVISION OF  
FINANCIAL SOUTH AFRICA (PTY) LTD  
REG. NO. 194578 (Pty) Ltd  
REGISTERED FINANCIAL SERVICES PROVIDER



MASTHEAD
AUTH. COMPANY
DATE

ALL (\*) VARIABLE CHARGES ARE DISCLOSED EXCLUSIVE OF TAX &amp; 20% V.A.T. IN 1998

DOCUMENT/RENTAL AGREEMENT NUMBER

THIS NUMBER MUST BE WRITTEN ON ALL LETTERS AND PAYMENTS

433451826

(2) DOCUMENT NUMBER	(3) RENTED DATE	(4) RENTED NUMBER	(5) OWNER	(6) CHECK-IN LOCATION
10138520	R6T	10138520		
(7) VEHICLE DESCRIPTION	(8) VEHICLE REG. NUMBER	(9) AGREED RETURN LOCATION		
Honda Jazz	DFW 021 XGP			
(10) HIRER AREA				

AGENT

DATE OF RETURN: 17/12/90

(11) AUTHORIZATION CODE COUTAHLIT

(12) RETURNING DATE

VEHICLE CATERED BY HEADQUARTERS

(13) TIME USED

(14) RENTED DATE

(15) DATE/TIME IN

(16) RENTED DATE

(17) DATE/TIME OUT

(18) RENTED DATE

(19) DATE/TIME OUT

(20) RENTED DATE

(21) DATE/TIME OUT

(22) RENTED DATE

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**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY TAX INVOICE: E433451826T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	13 JAN 2017
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563898
Voucher Maximum	12 273.83 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D  
Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

	Rate	Amount	Total	
564 Free Kilometers				
18 Days				
Time and distance	521.93	9 394.74	9 394.74	T
E-Toll charges (incl R15.00 e-Toll Admin Fee)			45.46	T
Accident Repairs / Renter Liability			1257.02	T
Contract Fee			69.30	T
VAT charge on taxables (T)	14.00 %	10 766.52	1 507.31	
Total Amount Due		ZAR	12 273.83	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

E433451826T

Checkout Location Status  
38401434  
Special

Net Amount Due ZAR 12 273.83

**AVIS**

We try harder

**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY DEBIT NOTE: E433451826T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL****P O BOX 207****RANDFONTEIN 1760****ZA**

Date	02 FEB 2017
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501

Voucher Number	V0563898
Voucher Maximum	295.00 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP

Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

Traffic fine admin fee  
VAT charge on taxables (T)

Rate	Amount	Total
14.00 %	258.77	258.77 T
		36.23
	ZAR	295.00

Total Amount Due

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

**E433451826T**

Checkout Location  
Status

38401434

Net Amount Due ZAR

295.00

**AVIS**We try  
harder

**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY REVISED INVOICE: E433451826T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date: 02 FEB 2017  
Avis Account Number: AV884091600004  
Avis Card Number: AV884091600004  
Customer VAT Number: 4610117501

Voucher Number: V0563898  
Voucher Maximum: 12 568.83 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

	Rate	Amount	Total	
564 Free Kilometers				
18 Days				
Time and distance	521.93	9 394.74	9 394.74	T
Traffic fine admin fee			1 561.25	T
Contract Fee			69.30	T
VAT charge on taxables (T)	14.00 %	11 025.29	1 543.54	
Total Amount Due		ZAR	12 568.83	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

Checkout Location  
Status: 38401434

E433451826T

Net Amount Due ZAR 12 568.83

**AVIS**


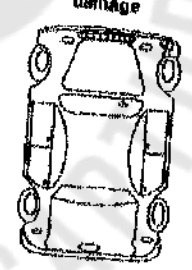
We try harder

# **DAMAGE / INCIDENT REPORT (POST RENTAL INSPECTION)**

To be completed by the driver/renter

RENT A CAR DIVISION OF  
DANLON HOLDINGS PTY LTD  
REG. NO. 1986/0318147  
REGISTERED SPECIAL SERVICES PROVIDER

CLAIM No. 7/634631

1. <b>DAMAGED VEHICLE</b>		2. <b>INCIDENT DETAILS</b>	
Make / Model: <b>Honda Jazz</b> Registration: <b>FN56R44</b> NVA Number: <b>0138520</b> Rental Agent to Complete:		Incident Date: <b>15/01/17</b> Location (street & town / city): Police station: Weather Conditions: Vehicle Towed by: Tel:	
3. <b>DRIVER / RENTER DETAILS</b>		4. <b>OTHER VEHICLE OR PROPERTY DAMAGED / INVOLVED</b>	
Name: <b>Samia</b> Address: <b>1393 Holderberg Road, Bayswater</b> Driver's License Number: <b>40250051484</b> ID/Passport number: <b>9704070040082</b>		Name: <b>Brumilda</b> ID/Passport number: <b>0832863006</b> Cellular: <b>083 286 3006</b> Landline:	
5. <b>INJURED PERSONS IN VEHICLE</b>		6. <b>WITNESS DETAILS</b>	
Name: <b>Samia</b> Tel: <b>083 286 3006</b> Address: <b>1393 Holderberg Road, Bayswater</b>		Name: <b>Brumilda</b> Tel: <b>083 286 3006</b> Address: <b>1393 Holderberg Road, Bayswater</b>	
7. <b>ACCIDENT / DAMAGE DESCRIPTION</b>		8. <b>CONTINUE ON SEPARATE PAGE/OVERLEAF IF NECESSARY</b>	
Please draw a sketch: 		I bumped into the car a head of me. 	

signature of driver

*[Signature]*

Report Date: **05/01/17** (DDMMYYYY)

RA Number: **MEGA433151828**

Name of employee receiving this report: **MEGA**

Agent ID: **C8851**

Receiving Station: **RET**



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg.	Tax Date	Invoice No.
	4610117501	14/Jul/2016	BT 25390

Invoice To
MR / J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 2011/017501/NA

Customer Order No	Terms	Consultant
	Net 30	BB

Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802588312 DRIVER SMITH MS B 11/6/2016-11/7/2016 ROODEPOORT	1	7 878,05	7 878,05	S
SERVICE FEE	VOUCHER 0563703	1	130,00	130,00	S
<b>VAT Summary</b>					
Rate	VAT	NET	<b>Subtotal</b>		R9 028,05
S@14,0%	1 123,93	8 028,05	<b>VAT Total</b>		R1 123,93
TOTALS	1 123,93	8 028,05	<b>Total</b>		R9 151,98

Banking Details:  
Bank: FNB  
Account Name: Blakes Travel Agency (Pty) Ltd  
Acc No: 51260082627  
Branch Code: 250341

TEL NR: (011) 693-3761  
FAX NR: (011) 693-3765  
(011) 693-4034



13.

CMD: X806 RA FACSIMILE DOC TZAI5438 H/C TZA00671  
RA 802588312 ACT AGENT ID MVA CCI DIV  
NAM SMITH,B,MS SOR T/77234124/BRIAN CPN  
N/C BLAKES TRAVEL CON ML/0117601731/0832863006/T PAY NA  
AD1 21 SNIPE STREET RMK CPP MNYM  
AD2 HONEYHILL LIC ZAXX40280005LG84 D/C 0/1  
AD3 ROODEPOORT, ZA CID AV884091600004F0563703 TAX 14.000  
MKO 15992 STA R6T ETA 11JUN16/1011 AUT FLO G8 REA DEL  
MKI 18450 ILC R6T ETT 11JUL16/1011 AUT BFL 0 COL  
MCA 0 F/O AND WIZ ADJ  
RAT X-RF/D HRY 23333 DLY 23333 WKY M/K 279 OTR M699990  
O/M 0/A7731 DOB NMV ENT  
FTN TER PPN 9704070040082 DP  
TOTAL 6999.90 878.15 .00  
RATE INCLUDES TAX CDW TPI  
AGENT ID 05851 WHI VIVO AUT 4DR CAR GRP D OWN 09106 REG ZAND812254 W/PQ647K

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



## VEHICLE CONDITION REPORT (PRE-RENTAL INSPECTION)


## Rental Agreement

RENT A CAR DIVISION OF  
CARLWORLD SOUTH AFRICA (PTY) LTD  
REG. NO. 1940/02/081/07  
REGISTERED FINANCIAL SERVICES PROVIDER



MARITAL/IN/IN
ALPH CODE/AMOUNT
DATE

(1) LESSOR

ALL (\*) VATABLE CHARGES ARE DISCLOSED EXCLUSIVE  
TDS IS NOT A TAX INVOICE

DOCUMENT/RENTAL AGREEMENT NUMBER

802588312

THIS NUMBER MUST BE  
WRITTEN ON ALL  
LETTERS AND PAYMENTS

AMOUNT DUE

11 JUL 16 / 1011

T/A AVIS RENT A CAR  
PO BOX 221  
ISANDO, 1600, ZA  
27 11 472 0345

RENTAL AGREEMENT

(2) DOCUMENT NUMBER 802588312	(3) RENTING LOC. R6T	(4) RATA NUMBER 13129734	(5) OWNER 09106	(6) CHECK-IN LOCATION
(7) VEHICLE DESCRIPTION WHI VIVO	(8) VEHICLE REG. NUMBER AUT 4DR D ZA ND812254	(9) AGREED RETURN LOCATION ROODEPOORT		
(10) IMPRINT AREA				

(12) AUTHORIZATION CODE OUT/AMOUNT

(13) AUTHORIZATION CODE IN/AMOUNT

KILOMETRES DETERMINED BY READING  
FACTORY INSTALLED ODOMETER

(14) TIME USED

KILOMETRES IN

(15) DATE/TIME IN

KILOMETRES OUT

15992

(16) DATE/TIME OUT

11 JUN 16 / 1011

KILOMETRES DRIVER

(17) EXCL. VAT

PER HOUR

3000 B.S.

(18) EXCL. VAT

PER DAY

233.33

(19) EXCL. VAT

PER WEEK

2.79

(20) EXCL. VAT

PER MONTH

233.33

(21) EXCL. VAT

PER YEAR

233.33

(22) EXCL. VAT

PER MONTH

233.33

(23) EXCL. VAT

PER YEAR

233.33

(24) EXCL. VAT

PER MONTH

233.33

(25) EXCL. VAT

PER YEAR

233.33

(26) EXCL. VAT

PER MONTH

233.33

(27) EXCL. VAT

PER YEAR

233.33

(28) EXCL. VAT

PER MONTH

233.33

(29) EXCL. VAT

PER YEAR

233.33

(30) EXCL. VAT

PER MONTH

233.33

(31) EXCL. VAT

PER YEAR

233.33

(32) EXCL. VAT

PER MONTH

233.33

(33) EXCL. VAT

PER YEAR

233.33

(34) EXCL. VAT

PER MONTH

233.33

(35) EXCL. VAT

PER YEAR

233.33

(36) EXCL. VAT

PER MONTH

233.33

(37) EXCL. VAT

PER YEAR

233.33

(38) EXCL. VAT

PER MONTH

233.33

(39) EXCL. VAT

PER YEAR

233.33

(40) EXCL. VAT

PER MONTH

233.33

(41) EXCL. VAT

PER YEAR

233.33

(42) EXCL. VAT

PER MONTH

233.33

(43) EXCL. VAT

PER YEAR

233.33

(44) EXCL. VAT

PER MONTH

233.33

(45) EXCL. VAT

PER YEAR

233.33

(46) EXCL. VAT

PER MONTH

233.33

(47) EXCL. VAT

PER YEAR

233.33

(48) EXCL. VAT

PER MONTH

233.33

(49) EXCL. VAT

PER YEAR

233.33

(50) EXCL. VAT

RENTAL AGREEMENT  
T/A AVIS RENT A CAR  
PO BOX 221  
ISANDO, 1600, ZA  
27 11 472 0345

RENTAL AGREEMENT  
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PO BOX 221  
ISANDO, 1600, ZA  
27 11 472 0345

NO ENTRY KF. ZB. MW. MZ. AQ

RENTAL AGREEMENT  
T/A AVIS RENT A CAR  
PO BOX 221  
ISANDO, 1600, ZA  
27 11 472 0345

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RENTAL AGREEMENT  
T/A AVIS RENT A CAR  
PO BOX 221  
ISANDO, 1600, ZA  
27 11 472 0345

NOTE: AN ADMINISTRATION FEE WILL BE CHARGED IN THE EVENT OF AN ACCIDENT OR TRAFFIC FINE  
TRAFFIC FINE ADMINISTRATION FEE R200.00. RENTAL OVERDUE ADMINISTRATION FEE R800.00  
CHARGE FOR LOSS OF KEY R200.00. EXCESSIVE FUEL TOLLS APPLY.  
VALET FEE R200.00. KEY TAG CHARGE R200.00.  
CLAIMS ADMINISTRATION FEE: R 60.00 IF REPAYED UP TO R 300.00  
R 250.00 IF REPAYED GREATER THAN R 300.00

CHARGES SUBJECT TO FINAL AUDIT

**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY TAX INVOICE: E802588312T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	13 JUL 2016
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563703
Voucher Maximum	8 980.98 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 41320772ZA3  
Rental Agreement: E802588312T  
Rate Code: RF  
Vehicle Group Charged: D  
Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 11JUN2016 Time: 10:11  
Date: 11JUL2016 Time: 10:11  
Duration: 30 Days 00 hours 00 minutes

Vehicle(s) Driven: WHI VIVO AUT 4 ZA ND812254 Group: D KM Out: 15992 KM In: 18450 Driven: 2458KM

**Rental Charges**

	Rate	Amount	Total	
2458 Free Kilometers				
30 Days	233.33	6 999.90		
Time and distance			6 999.90	T
30 Days Windscreen Damage Waiver / Windscreen Tyre Damage Waiver	24.56	736.80	736.80	T
E-Toll charges (incl R10.00 e-Toll Admin Fee)			77.31	T
Contract Fee			64.04	T
VAT charge on taxables (T)	14.00 %	7 878.05	1 102.93	
Total Amount Due		ZAR	8 980.98	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental POLO VIVO 63KW TLINE SED TIPT: 401 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Commission Revenue (ZAR)	6 999.90
Commission at 2.50% (ZAR)	175.00
Commission VAT at 14.00 %	24.50

E-Toll charges available on [www.avis.co.za](http://www.avis.co.za)**E802588312T**

Checkout Location  
Status 38401434  
Special

Net Amount Due

ZAR

8 781.48

**AVIS**We try  
harder



## SEARCH INFORMATION

## Summary

Search Type	XDS CONSUMER TRACE
Search Description	BRUMILDA SMITH (9704070040082)
Reference	NS
Date	13/05/2019

## PROFILE SUMMARY



## PERSONAL INFORMATION

## Summary

Title	MISS
Forename(s)	BRUMILDA DOREEN
Surname	SMITH
ID Number	9704070040082
Passport Number	-
Date of Birth	07/04/1997
Gender	FEMALE
Age	22
Marital Status	SINGLE
Reference Number	C297308372-150455067

## NOTIFICATIONS

## Debt Review Summary

Counsellor Name	-
Counsellor Registration Number	-
Counsellor Telephone Number	-
Review Status	-
Status Date	-

## Fraud Indicator Summary

Home Affairs Verification	YES
Home Affairs Deceased Status	NO
XDS Authentication Listing	-

## ADDRESS HISTORY

T30-VGS-222

Address	Type	Last Updated
129, WOODPEKKER CLOSE, ECO PARK ESTATE, 0014	POSTAL	30/04/2019
129, WOODPEKKER CLOSE, ECO PARK ESTATE, 0014	RESIDENTIAL	30/04/2019
PO BOX 109	POSTAL	24/10/2018

## TELEPHONE HISTORY

Telephone Number	Type	Last Updated
0117601731	HOME	30/04/2019
0214032123	WORK	30/04/2019
0832863006	CELLULAR	30/04/2019

## E-MAIL ADDRESS HISTORY

E-mail Address	Last Updated
No information available.	

## EMPLOYMENT HISTORY

Employer	Designation	Last Updated
No information available.		

## ADMIN ORDERS

No information available.

## TRACE ALERTS

No information available.

## DEFAULTS

No information available.

## JUDGMENTS

No information available.

## PAYMENT NOTIFICATIONS

No information available.

## SEQUESTRATIONS

No information available.

## REPORT INFORMATION

Date of Information	13/05/2019 15:03
Print Date	13-05-2019 15:03
Generated By	CONSULTANT 2
Reference	NS
Report Type	XDS CONSUMER TRACE



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## SEARCH INFORMATION

## Summary

Search Type	XDS CONSUMER TRACE
Search Description	VINCENT SMITH (6007185198081)
Reference	NS
Date	06/05/2019

## PROFILE SUMMARY



## PERSONAL INFORMATION

## Summary

Title	MISTER
Forename(s)	VINCENT GEORGE
Surname	SMITH
ID Number	6007185198081
Passport Number	-
Date of Birth	18/07/1960
Gender	MALE
Age	58
Marital Status	SINGLE
Reference Number	C295946514-133803780

## NOTIFICATIONS

## Debt Review Summary

Counsellor Name	-
Counsellor Registration Number	-
Counsellor Telephone Number	-
Review Status	-
Status Date	-

## Fraud Indicator Summary

Home Affairs Verification	YES
Home Affairs Deceased Status	NO
XDS Authentication Listing	-



Address	Type	Last Updated
21 SNIPE STREET, HONEYHILLS, ROODEPOORT, 1724	RESIDENTIAL	03/05/2019
21 SNIPE STREET, HONEYHILLS, ROODEPOORT, 1724	POSTAL	03/05/2019
21 SNIPE ST, ROODEPOORT, ROODEPOORT, GAUTENG, 1724	POSTAL	23/04/2019
21 SNIPE ST, HONEY HILL, 1724	RESIDENTIAL	23/04/2019
21 SNIPE STREET, HONEY HILL, 1724	RESIDENTIAL	18/04/2019
PO BOX 109, BERGBRON, ZA, ZA, 1712	RESIDENTIAL	10/04/2019
21 SNIPE ST, HORISON EXT 1, ZA, ZA, 1724	POSTAL	10/04/2019
P O BOX 109, BERGBRON, 1712	POSTAL	10/04/2019
21 SNIPE STREET, HONEYHILLS, ROODEPOORT, 1724	RESIDENTIAL	10/04/2019
21 SNIPE STREET, HONEYHILLS, ROODEPOORT, 1724	RESIDENTIAL	10/04/2019
21 SNIPE ST, HONEYHILLS, 1724	POSTAL	03/04/2019
21 SNIPE ST, HONEYHILLS, 1724	RESIDENTIAL	03/04/2019
21 SNIPE ST, HORISON EXT 1, ZA, ZA, 1724	RESIDENTIAL	07/02/2019
21 SNIPE STREET, HONEYHILLS, ZA, ZA, 1724	POSTAL	07/02/2019
21 SNIPE ST, HONEYHILLS, ZA, ZA, 1724	RESIDENTIAL	07/02/2019
21 SNIPE STREET, HONEYHILLS, ROODEPOORT, 1724	POSTAL	06/01/2019
21 SNIPE ST, HONEYHILLS, 1724	POSTAL	03/01/2019
PO BOX 109, BERGBRON, FLORIDA, 1712	RESIDENTIAL	18/12/2018
21 SNIPE STREET, HONEYHILLS, ZA, ZA, 1724	RESIDENTIAL	18/11/2018
PARLIAMENT, HONEYHILLS, ZA, ZA, 1724	POSTAL	18/11/2018
PO BOX 109, BERGBRON, 1709	POSTAL	06/10/2018
1065 SPOONWOOD ATREET, SS WOODPECKER, HIGHVELD X53, 1712	RESIDENTIAL	17/09/2018
PO BOX 109, BERGBRON, FLORIDA, 1712	POSTAL	17/09/2018
21 SNIPE STREET, HONEYHILLS, 1724	RESIDENTIAL	17/09/2018
SNIPE-ST, HONEY-HILL, ROODEPOORT, 1724	RESIDENTIAL	31/05/2018
SNIPE-ST, HONEY-HILL, ROODEPOORT, 1724	POSTAL	31/05/2018
21 SNIPE ST, HONEYHILLS, 1724	RESIDENTIAL	10/05/2018
1393 HELDERBERG ST, BERGBRON, 1709	POSTAL	26/02/2018
PO BOX 109, BERGBRON, ZA, ZA	RESIDENTIAL	12/01/2018
PO BOX 109, BERGBRON, ZA, 1712	RESIDENTIAL	09/01/2018
21 SNIPE STREET, HONEYHILLS, ZA, 1724	POSTAL	09/01/2018
21 SNIPE STREET, HONEY HILL, ROODEPOORT, 1724	RESIDENTIAL	13/11/2017
PO BOX 109, BERGBRON, ROODEPOORT, 1712	POSTAL	13/11/2017
SNIPE ST 21, HONEY HILL, ROODEPOORT, 1724	RESIDENTIAL	26/09/2017
SNIPE ST 21, HONEY HILL, ROODEPOORT, 1724	POSTAL	26/09/2017
21 SNIPE STREET, HONEYHILLS, 1712	RESIDENTIAL	03/09/2017
21, SNIPE STREET, HONEY HILL, 1724	RESIDENTIAL	02/09/2017
21 SNIPE STREET, HONEYHILLS	RESIDENTIAL	01/09/2017
21 SNIPE STREET, HONEYHILLS, BERGBRON, 1712	RESIDENTIAL	22/08/2017
21 SNIPE STREET, HONEYHILLS, GAUTENG, 1724	RESIDENTIAL	01/06/2017
21 SNIPE ST, HORISON EXT 1, ZA, ZA	RESIDENTIAL	09/03/2017



Address	Type	Last Updated
PO BOX 109, BERGBRON, ZA, ZA, 1712	POSTAL	09/03/2017
PO BOX 109, BERGBRON, ZA, 1712	POSTAL	07/03/2017
21 SNIPE ST, HORISON EXT 1, ZA, 1724	RESIDENTIAL	07/03/2017
21 SNIPE ST, HORISON EXT 1, ZA, 1724	POSTAL	07/02/2017
21 SNIPE ST, HONEY HILLS, 1724	RESIDENTIAL	04/12/2016
21 SNIPE ST, HONEY HILLS	RESIDENTIAL	04/12/2016
PO BOX 109, HORISON EXT 1, ZA, ZA, 1724	POSTAL	08/09/2016
PO BOX 109, FLORIDA, 1712	POSTAL	26/08/2016
21 SNIPE STREET, HONEYHILLS ROODEPOORT, GAUTENG, 1724	RESIDENTIAL	26/08/2016
21 SNIPE ST, HONEY HILLS, 1724	RESIDENTIAL	05/07/2016
21 SNIPE ST, HORISON EXT 1, 1724	RESIDENTIAL	05/07/2016
21 SNIPE ST, HORISON EXT 1, 1724	POSTAL	05/07/2016
PO BOX 109, BERGBRON, 1712	POSTAL	05/07/2016
21 SNIPE ST, HORISON EXT 1, PO BOX 109, BERGBRON	RESIDENTIAL	05/04/2016
21 SNIPE ST, HORISON EXT 1, 21 SNIPE ST, HORISON EXT 1, 1724	POSTAL	05/04/2016
21 SNIPE STREET, ROODEPOORT, 1724	RESIDENTIAL	10/03/2016
21 SNIPE STREET, HORISON EXT 1, 21 SNIPE ST, HORISON EXT 1, 1724	POSTAL	10/03/2016
21 SNIPE STREET, ROODEPOORT, PO BOX 109, BERGBRON	RESIDENTIAL	10/03/2016
21 SNIPE ST, HORISON EXT 1, 1724	RESIDENTIAL	02/03/2016
PO BOX 109 109, BERGBRON, PO BOX 109, BERGBRON	RESIDENTIAL	18/02/2016
PO BOX 109 109, HORISON EXT 1, 21 SNIPE ST, HORISON EXT 1, 1724	POSTAL	16/02/2016
1393 HELDERBERG ST, BERGBRON, 1709	RESIDENTIAL	04/12/2015
1393 HELDERBERG ST, BERGBRON, 1709	POSTAL	04/12/2015
PO BOX 109, 109, BERGBRON, 1712	POSTAL	10/10/2015
PO BOX, 109, BERGBRON, 1712	POSTAL	15/07/2015
PO BOX 109, 1712	POSTAL	18/05/2015
PO BOX, BERGBRON, 1712	POSTAL	04/05/2015
PO BOX 109, BERGBRON, ROODEPOORT, 1712, 1724	POSTAL	01/03/2015
PO BOX 109 BERGBRON ROODE, ROODEPOORT, ROODEPOORT, 1712	POSTAL	27/02/2013
PO BOX 109, BERGBRON FLORIDA, 1712	POSTAL	26/09/2011
PO BOX 109, BERGBRON, FLORIDA, 1724	POSTAL	06/01/2011
PO BOX 109, BERGBRON UIT 19, FLORIDA, 1709	POSTAL	11/06/2010
SNIPE ST 21, HONEY HILL	RESIDENTIAL	26/02/2010
21 SNIPE STREET, HONEYHILLS, HONEYHILLS, 1724	RESIDENTIAL	10/01/2010
SNIPE ST 21, HONEY HILL, 1724	RESIDENTIAL	19/12/2009
PO BOX 109, BERGBRON, ROODEPOORT, 1712, 1712	POSTAL	19/12/2009
P O BOX 109, BERGBRON FLORIDA, 1712	POSTAL	27/06/2009
P O BOX 109, ROODEPOORT, 1712	POSTAL	24/06/2009
1393 HELDERBERG ST, BERGBRON, FLORIDA, 1709	RESIDENTIAL	21/04/2009
1393 HELDERBERG ST, BERGBRON, FLORIDA, 1709	POSTAL	21/04/2009
21 SNIPE ST, HONEY HILL, ROODEPOORT, 1724	RESIDENTIAL	13/04/2009

Address	Type	Last Updated
PO BOX 109, ROODEPOORT, 1712	POSTAL	13/04/2009
21 SNIPE ST, HONEYHILLS, ROODEPOORT, HONEYHILLS, 1724	RESIDENTIAL	15/02/2009
21 SNIPE ST, HONEYHILLS, ROODEPOORT, 1724	RESIDENTIAL	01/01/2009
21 SNIPE ST, HONEYHILLS, FLORIDA, 1724	RESIDENTIAL	27/12/2008
PO BOX 109, BERGBRON, 1712	POSTAL	26/10/2008
1393 HELDERBERG STREET, BERGBRON, 1709	RESIDENTIAL	31/08/2008
13 COSMOS CRESENT, LINK HILLS, PINETOWN, 3610	RESIDENTIAL	02/08/2008
PO BOX 109, BERGBRON FLORIDA, 1712	POSTAL	28/06/2008
21 SNIPE ST, HONEYHILLS, 1724	RESIDENTIAL	09/10/2007
PO BOX 109, BERGBRONN, FLORIDA, 1712	POSTAL	09/10/2007
21 SNIPE ST, HONEYHILLS, 1712	RESIDENTIAL	23/04/2007
1393 HELDERBERG ST, BERBRONN, FLORIDA, 1709	RESIDENTIAL	14/02/2007
PO BOX 109, BERGBRONN, FLORIDA, 1710	POSTAL	14/02/2007
13 HELDERBERG ST, BERBRONN, FLORIDA, 1712	RESIDENTIAL	14/02/2007
PO BOX 109, BERGBRON, RSA, 1712	POSTAL	26/01/2007
1393 HELDERBERG STREET, BERBRONN, FLORIDA, 1712	RESIDENTIAL	20/11/2006
PO BOX 109, ROODEPOORT, 1712	POSTAL	16/11/2006
1393 HELDERBURG STREET, BERGBRON, FLORIDA, 1709	RESIDENTIAL	15/11/2006
HOUSE B46 ACASIA PARK PAR, GOODWOOD, GOODWOOD, 7460	RESIDENTIAL	15/11/2006
21 SNIPE STREET, HONEY HILL, CONSTANTIA KLOOF, FLORIDA, 1709	RESIDENTIAL	15/11/2006
PO BOX 109, BERGBRON, FLORIDA, 1712	POSTAL	15/11/2006
PO BOX 109, FLORIDA GLEN, FLORIDA, 1708	POSTAL	15/11/2006
B46, ACACIA PARK, PARLIAMENTARY VILLAGE, GOODWOOD, O	RESIDENTIAL	23/09/2006
1393, HELDERBERG RD, BERGBRON X 2, ROODEPOORT, 1709	RESIDENTIAL	16/08/2006
HOUSE B46 ACASIA PARK PAR, GOODWOOD, 7460	RESIDENTIAL	16/07/2006
21 SNIPE STREET, HONY HILL, CONSTANTIA KLOOF, FLORIDA, 1709	RESIDENTIAL	16/07/2006
1393 HELDERBURGH STR, BERGBRON, BERGBRON, 1709	RESIDENTIAL	24/05/2006
1393 HELDERBURGH STR, BERGBRON, BERGBRON, 1709	POSTAL	24/05/2006

## TELEPHONE HISTORY

T30-VGS-227

Telephone Number	Type	Last Updated
0832863006	CELLULAR	03/05/2019
0117601731	HOME	03/05/2019
0214032911	HOME	10/04/2019
0832863006	CELLULAR	10/04/2019
0214038701	WORK	10/04/2019
0214033274	HOME	08/02/2019
0214032911	WORK	06/10/2018
0118557826	HOME	17/09/2018
0214031731	WORK	17/09/2018
0214038701	HOME	10/05/2018
0214033274	WORK	13/11/2017
0117601731	HOME	13/11/2017
0117601731	WORK	26/08/2016
0214032661	WORK	09/01/2016
0214033274	WORK	10/10/2009
0116731833	HOME	10/10/2009

## E-MAIL ADDRESS HISTORY

E-mail Address	Last Updated
vsmith@anc.org.za	30/11/2014

## EMPLOYMENT HISTORY

Employer	Designation	Last Updated
GOVERNMENT	-	03/05/2019
MEMBER OF PARLIAMENT ANC	-	10/04/2019

## ADMIN ORDERS

No information available.

## TRACE ALERTS

No information available.

## DEFAULTS

No information available.

## JUDGMENTS

No information available.

## PAYMENT NOTIFICATIONS

No information available.

## SEQUESTRATIONS

No information available.

Date of Information	06/05/2019 08:53
Print Date	06-05-2019 08:54
Generated By	CONSULTANT 2
Reference	NS
Report Type	XDS CONSUMER TRACE



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Entity	Type	Position	From Date	To Date	Source
Ad Hoc Committee to Amend Section 25 of the Constitution	Ad Hoc Committees	Member	05-Feb-19	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee on Justice and Correctional Services	National Assembly Committees	Member	28-Aug-18	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Ad Hoc Committee on Funding of Political Parties	Ad Hoc Committees	Member	21-Jun-17	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a> <a href="https://www.news24.com/SouthAfrica/News/anc-mp-vincent-smith-to-head-up-committee-to-probe-party-funding-20170621">https://www.news24.com/SouthAfrica/News/anc-mp-vincent-smith-to-head-up-committee-to-probe-party-funding-20170621</a> <a href="https://www.srca.gov.za/content/deputy-minister">https://www.srca.gov.za/content/deputy-minister</a>
Ad Hoc Committee on the South African Broadcasting Corporation Board Inquiry	Ad Hoc Committees	Member	10-Nov-16	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Ad Hoc Committee on Police Minister's Report on Nkandla	Ad Hoc Committees	Member	01-Jun-15	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Constitutional Review Committee	National Assembly Committees	Member	27-Mar-15	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Committee On Auditor-General	Committee	Chairperson	24-Jun-14	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
National Assembly	Parliament	Member	21-May-14	07-May-19	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Joint Standing Committee on the Financial Management of Parliament	Joint Committees	Chairperson	05-May-16	28-Aug-18	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee On Justice and Constitutional Development	Committee	Alternate Member	20-Jun-14	28-Aug-18	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Standing Committee on Auditor General	National Assembly Committees	Chairperson	01-May-14	28-Aug-18	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee on Defence and Military Veterans	National Assembly Committees	Member	20-Jun-14	06-May-16	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
National Assembly	Parliament	Member-elect	16-May-14	21-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
26th Candidate at ANC Regional Gauteng Election List 2014	Election List	Candidate	22-Apr-14	07-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
National Assembly	Parliament	Member	29-Apr-09	06-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee on Correctional Services	National Assembly Committees	Chairperson		06-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Joint Committee on Delegated Legislation	Joint Committees	Chairperson		06-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee on Correctional Services at National Assembly	Parliament	Chairperson		06-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>
Portfolio Committee On Correctional Services	Committee	Member		06-May-14	<a href="https://www.pa.org.za/person/vincent-george-smith/#experience">https://www.pa.org.za/person/vincent-george-smith/#experience</a>

## Vincent Smith appointments

Member - Ad Hoc Committee to Amend Section 25 of the Constitution	2009/02/28	2009/02/28	2010/02/28	2010/02/28	2011/02/28	2011/02/28	2012/02/28	2012/02/28	2013/02/28	2013/02/28	2014/02/28	2014/02/28	2015/02/28	2015/02/28	2016/02/28	2016/02/28	2017/02/28	2017/02/28	2018/02/28	2018/02/28	2019/02/28	2019/02/28	2020/02/28	2020/02/28	
Member - Portfolio Committee on Justice and Constitutional Services																									
Member - Ad Hoc Committee on Funding of Political Parties																									
Member - Ad Hoc Committee on the South African Broadcasting Corporation Board Inquiry																									
Member - Ad Hoc Committee on Police Minister's Report on Nkandla																									
Member - Constitutional Review Committee																									
Chairperson - Committee On Auditor-General																									
Member - National Assembly																									
Chairperson - Joint Standing Committee on the Financial Management of Parliament																									
Alternate Member - Portfolio Committee On Justice and Constitutional Development																									
Chairperson - Standing Committee on Auditor General																									
Member - Portfolio Committee on Defence and Military Veterans																									
Member-elect - National Assembly																									
Candidate - 28th Candidate at ANC Regional Gauteng Election List 2014																									
Member - National Assembly																									
Chairperson - Portfolio Committee on Correctional Services																									
Chairperson - Joint Committee on Delegated Legislation																									
Chairperson - Portfolio Committee on Correctional Services at National Assembly																									
Member - Portfolio Committee On Correctional Services																									

## Legend

Chairperson

Member

Candidate

Alternate Member

**Andries van Tonder**

---

**From:** Angelo Agrizzi  
**Sent:** 05 August 2016 05:52 AM  
**To:** Carlos Bonifacio; Andries van Tonder  
**Subject:** FW: Payment - Trust account

This is for a specific consultant that we cannot do cash

**From:** Angelo Agrizzi  
**Sent:** Friday, August 5, 2016 5:51 AM  
**To:** 'C van Wyk' <cvanwyk@cvwinc.co.za>; 'Andries van Tonder (Andries.vanTonder@bosasa.com)' <Andries.vanTonder@bosasa.com>; 'Carlos Bonifacio (Carlos.Bonifacio@bosasa.com)' <Carlos.Bonifacio@bosasa.com>  
**Subject:** Payment - Trust account

Morning Christo

Could you please effect a payment (Settlement) from the trust funds you have currently under the Bosasa Operations (Pty) Ltd account into the following account;

Bank – First National Bank  
Branch Code – 251 705  
Account Holder – EUROBLITZ 48 (Pty) Ltd  
Account Number – 6212 3700 818  
Amount – ZAR 395,076.00  
Reference – Car Accident Settlement

Effective 5<sup>th</sup> August 2016



**FNB**

14 JUL 2015

TELLER 1

250 241

BRANCH: KRUGERSDORP

TELLER NO: 4818210

TRACE ID: VODSWSF189MC

DATE: 14/07/2015 TIME: 12:43

CASH DEPOSIT FOR

\*EUROBLITZ 48 (PTY) LTD

ACC NO: 62123700818

ACC TYPE: BUSINESS CHEQUE ACCOUNT

CASH AMOUNT: 276 667.90

CHEQUE AMOUNT:

TOTAL AMOUNT: 276 667.90

CLEARED FUNDS:

REFERENCE: EUROBLITZ

PIN NUMBER ENTERED NO

CUSTOMER RECEIPT



Industry code 62  
 Industry UNKNOWN  
 Principal business -  
 Registered address 102 MELROSE PLACE, WILLOWBROOK CLOSE, MELROSE NORTH, 2198  
 Postal address BOX 87698, HOUGHTON, 2041

**DIRECTORS AND OTHER (2)****SMITH, VINCENT GEORGE**

Initials	-	Status	ACTIVE
ID/Passport number	6007185198081	Type	DIRECTOR
Date of birth	1980/07/18	Appointment date	2008/12/11
Profession	BUSINESSMAN	Resignation date	-
Country of residence	SOUTH AFRICA	Member size (%)	0.00
Residential address	21 SNIPE STREET, HONEY HILLS, ROODEPOORT, 1724	Member contribution (R)	0.00
Postal address	BOX 109, BERGBRON, GAUTENG, 1712		

**BISHOP, DENNIS JACOBUS**

Initials	D J	Status	RESIGNED
ID/Passport number	5011075079008	Type	DIRECTOR
Date of birth	1950/11/07	Appointment date	2002/05/31
Profession	CLERK	Resignation date	-
Country of residence	SOUTH AFRICA	Member size (%)	0.00
Residential address	33 LANGERMANN DRIVE, KENSINGTON, 2094	Member contribution (R)	0.00
Postal address	P O BOX 28215, KENSINGTON, 2101		

**SECRETARY COMPANIES AND CCS (NONE)****COMPANY SECRETARY NATURAL PERSONS (NONE)****BOTH DIRECTOR / OFFICERS (NONE)****ALTERNATIVE DIRECTORS (NONE)****OFFICERS (NONE)****LOCAL MANAGERS (NONE)****TRUSTS (NONE)**

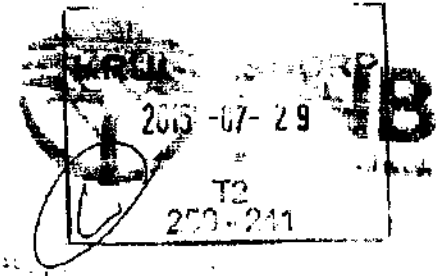
2006/12/12	AUDITOR/ACC OFFICER CHANGE (BOX 87698HOUGHTON2041STATUS : ADDRESS CHANGE)
2006/12/12	AUDITOR/ACC OFFICER CHANGE (DOUGLAS DIX PEEK AND COMPANYSTATUS : REMOVE)
2006/12/12	DIRECTOR/MEMBER/SECRETARY/TRUST/BOTH DIRECTOR AND OFFICER (SURNAME=SMITHFULL FORENAMES=VINCENT GEORGEID NO=6007185198081STATUS :ACTIVENATURE OF CHANGE=ADDRESS)
2006/12/11	DIRECTOR/MEMBER/SECRETARY/TRUST/BOTH DIRECTOR AND OFFICER (SURNAME=BISHOPFULL FORENAMES=DENNIS JACOBUSID NO=5011075078008STATUS :RESIGNEDNATURE OF CHANGE=RESIGNED)
2006/12/11	DIRECTOR/MEMBER/SECRETARY/TRUST/BOTH DIRECTOR AND OFFICER (SURNAME=SMITHFULL FORENAMES=VINCENT GEORGEID NO=6007185198081STATUS :ACTIVENATURE OF CHANGE=APPOINTED)
2005/06/08	IN DEREGISTRATION CC/CO (A-LIST OR B-LIST) (NO INFORMATION TO DISPLAY)
2002/08/15	POSTAL ADDRESS CHANGE (P O BOX 28215KENSINGTON2101)
2002/08/15	REGISTERED ADDRESS CHANGE (33 LANGERMANN DRIVEKENSINGTON2094)

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Tuesday 05 July 2016

Subject: Fwd: RE:  
 Date: Tuesday 05 July 2016 at 10:57:00 South Africa Standard Time  
 From: brumlida Smith [brs17] <brs17@aber.ac.uk>  
 To: Vincent Smith <vsmith@anc.org.za>



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From: Fees Enquiries [incstaff] <incstaff@aber.ac.uk>  
 Sent: Tuesday, July 5, 2016 10:04  
 Subject: RE:  
 To: brumlida Smith [brs17] <brs17@aber.ac.uk>

Dear Brumlida

The fees for next academic year are £10,500.

= R2

Kind regards.

Allison

Yr Adran Gyllid/Finance Dept  
 Canolfan Croesawu Myfyrwyr/Student Welcome Centre  
 Campws Penglais/Penglais Campus

Oriau Agor - Dydd Llun, Dydd Mawrth, Dydd Iau a Dydd Gwener 9 am - 4pm, Dydd Mercher 10am - 4pm  
 Opening Hours - Monday, Tuesday, Thursday and Friday 9am - 4pm, Wednesday 10am 4pm

Accommodation  
 & Living Costs

PAID IN FULL



Yn unol â pholisi dwyieithog Prifysgol Aberystwyth, mae croeso i chi ohebu â'r Brifysgol yn Gymraeg neu yn Saesneg.  
 In accordance with the bilingual policy of Aberystwyth University, you are welcome to correspond with the University in either Welsh or English.

From: brumlida Smith [brs17]  
 Sent: 05 July 2016 08:38  
 To: fees@aber.ac.uk  
 Subject:

To whomever it may concern,

I have decided it would be best for me to repeat my first year as a full time student. Would you be able to provide me with the fee requirement and payment structure for 2016/17.

Regards  
 Brumlida Doreen Smith

Get Outlook for iOS

Enquiries: J Lepinka

Email: jlepinka@npa.gov.za

Date: 08 March 2010

**Mr V G Smith**

**Chairperson**

**Portfolio Committee on Correctional Services**

**P.O. Box 15**

**Cape Town**

**8000**

**Dear Mr Smith**

**RE: SPECIAL INVESTIGATING UNIT'S DCS –RELATED INVESTIGATIONS**

Your letter in the above matter dated 2 March 2010 refers.

It is correct that the SIU did refer its report on the investigation into the provision of various services to the DCS by Bosasa. Specifically, the report was referred to the Special Commercial Crimes Unit (SCCU) in the Pretoria office.



When I go to learn about the referral, I enquired from the prosecutor tasked with the matter, whether charges were ready for internal discussion. I was advised that the matter is very far from the stage of preferring charges because the police still had to be brought on board to investigate the matter, ie. the police are required to investigate all cases before they can be acted upon by the prosecution authority. That means that a police docket still had to be opened by a complainant (DCS). In light of the infancy of the matter, I instructed that it be referred back to the SIU for further referral to the police as required. A few weeks later I followed up with the SCCU enquiring whether anyone was allocated to assist the police. I was advised that indeed a prosecutor had been allocated but that the DCS still had to open a case by filing a complaint before anything could be done. I telephoned the acting Commissioner, Ms Schreiner to advise on what appeared to be an oversight. It turned out that there was confusion between the SIU and the DCS on what was required to be done because the DCS thought that the SIU would be attending to the matter. In any event, we agreed that the DCS needed to make available an official to open a case immediately. To her credit, Ms Schreiner attended to this and in 2 days arrangements were made for the docket to be opened.

At this stage, some statements have been taken and the investigation is under way by the police. Progress can be obtained from Superintendent Kriel of the Serious Economic Offences Unit, South African Police Services who is tasked with the matter. The NPA will be involved further once the investigation is completed and charges, if any, will be preferred at that stage. This notwithstanding, 2 prosecutors have been assigned to assist in the actual investigation (they will not prosecute the matter). In light of the seriousness of the matter and the public attention that it has generated, I am personally keeping check of progress so that the investigation can be expedited. I will keep you informed of progress should you require.

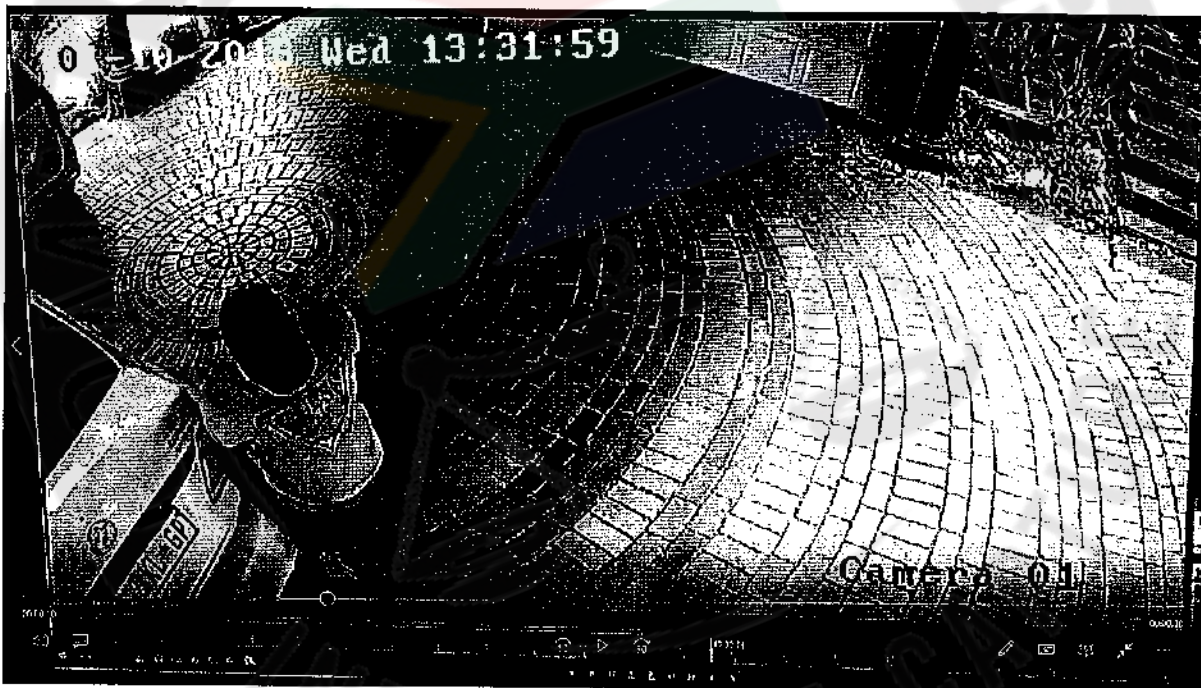
I trust that the above is of assistance.

Yours sincerely

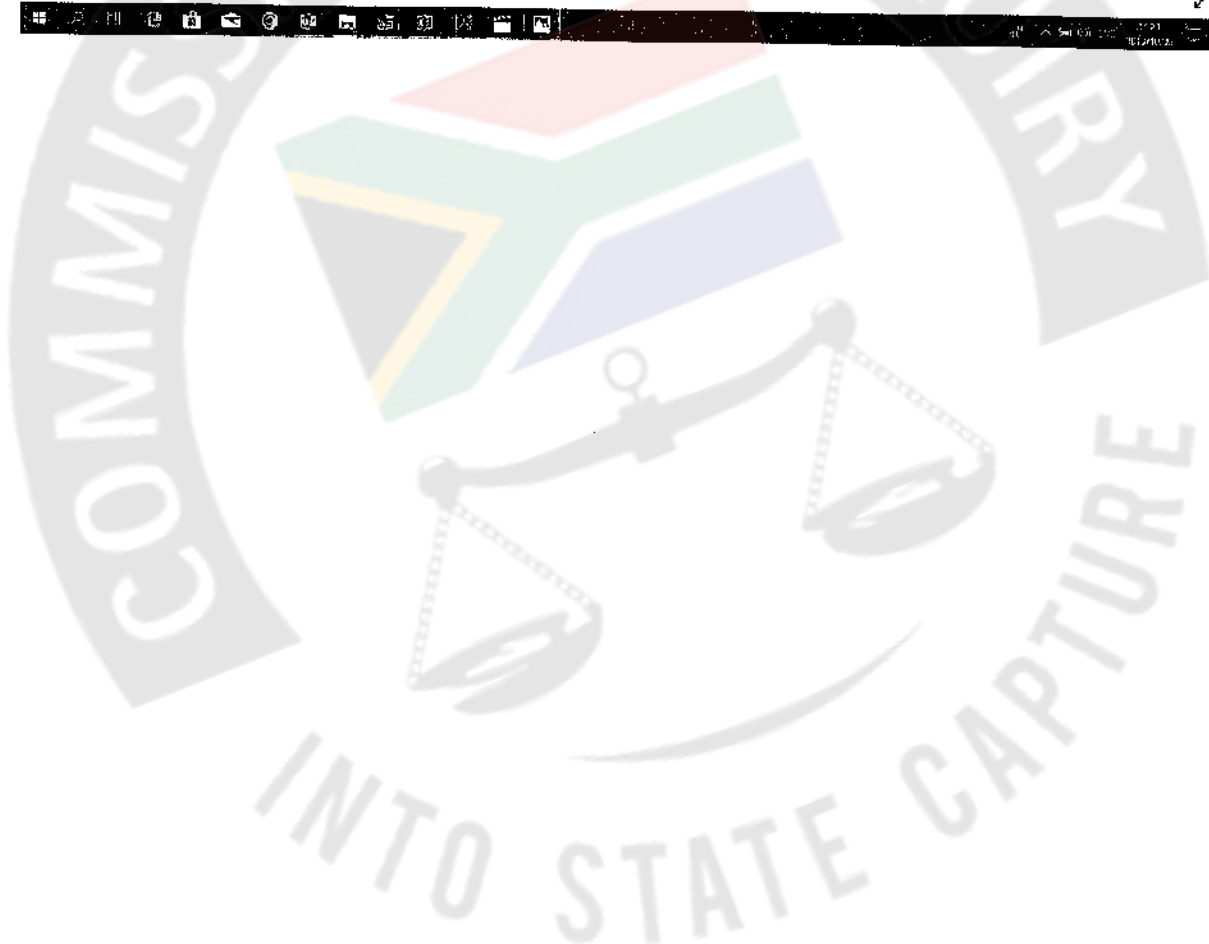
**Adv. M. Simelane**

**NATIONAL DIRECTOR OF PUBLIC PROSECUTIONS**

Videos reflecting the removal of CCTV cameras at the premises registered to the "Vincent G Smith Family Trust" in Gauteng. Screenshots below:





[illegible]



# Agrizzi: Frolick paid to 'break the ice' with Vincent Smith

**Sarah Smit** 29 Mar 2019 11:17

Former Bosasa chief operating officer Angelo Agrizzi has implicated another ANC MP in Bosasa's scheme to gain a monopoly over lucrative contracts with the department of correctional services.

During his testimony before the Zondo commission of inquiry into state capture on Friday, Agrizzi revealed that Cedrick Frolick, a senior governing party MP, helped Bosasa "break the ice" with the then chair of Parliament's correctional services portfolio committee, Vincent Smith.

**READ MORE: *Bosasa bombshells keep coming***

Agrizzi further alleged that Frolick, at the behest of Bosasa chief executive Gavin Watson, was paid R40 000 a month by Bosasa for his co-operation.

According to Agrizzi, Frolick was an old friend of the politically connected Watson family. Agrizzi told the commission that Frolick was asked by Watson to resolve the impasse between Bosasa and Smith, who at the time was "very anti-Bosasa".

During his bombshell testimony before the commission last January, Agrizzi alleged that Smith had been brought into the fold, receiving monthly cash payments of R45 000 as well as help paying his daughter's university tuition.

In 2018, Smith confirmed that **he received the funds**, but denied knowledge that the money was paid by Bosasa.

He reportedly said he had entered into a personal loan agreement with Agrizzi, and was led to believe Agrizzi was lending him the funds out of his own pocket.

During his January testimony, Agrizzi denied this allegation, calling it "totally devoid of the truth".

On Friday, Agrizzi said Frolick was asked to help arrange a meeting with Smith in around 2010.

At the time Bosasa had received heightened media scrutiny, partly because of the revelations contained in the Special Investigating Unit's (SIU) 2009 report on the firm's contracts with the department of correctional services.

In November 2009, then SIU head Willie Hofmeyr briefed Parliament about the unit's findings, which alleged that former prisons commissioner [Linda Mti](#) and former department of correctional services chief financial officer [Patrick Gillingham](#) received gifts in exchange for their cooperation in awarding four multi-million rand contracts to Bosasa.

**[READ MORE: Bosasa arrests: Hawks act on decade-old SIU report](#)**

According to Agrizzi, Smith was eventually brought in to ensure that the negative media coverage against Bosasa would not preclude further tenders being awarded to the firm.

On Friday, Agrizzi recalled one meeting with Frolick and Watson during which the Bosasa chief executive asked the MP to "do whatever he could do to win over Vincent Smith, or alternatively find a way to have him moved".

According to Agrizzi, Watson left the boardroom where the meeting was being held to go to the vault. When Watson returned from the vault, he opened his jacket pocket and put a grey security bag in Frolick's pocket, Agrizzi claims.

Agrizzi has previously told the commission that these grey security bags were used by Bosasa to deliver cash bribes.

**[READ MORE: Moyane blocked the treasury's bid to blacklist Bosasa, records show](#)**

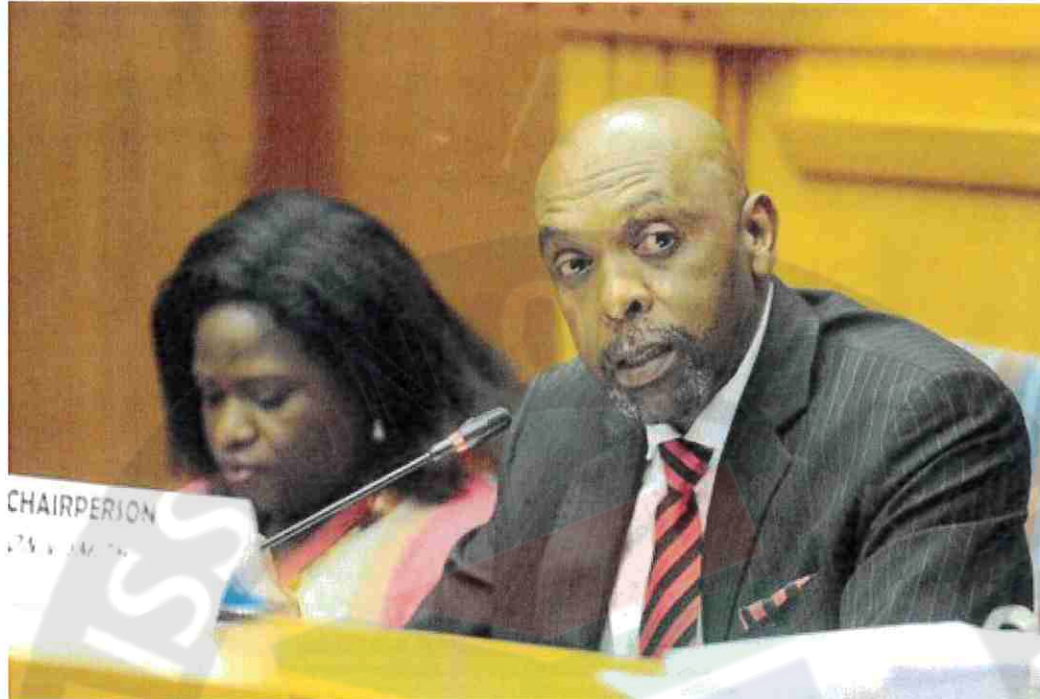
He added that shortly after the meeting, Frolick co-ordinated a meeting in Cape Town with Smith. The meeting with Smith was attended by Agrizzi, Frolick and former Bosasa chairperson, Gibson Njenje.

Agrizzi said the meeting did not go well, but said they had "started to break the ice".



## MUST READ: Vincent Smith's response to Bosasa payment claims

OPINION / 4 SEPTEMBER 2018, 12:50PM / VINCENT SMITH



Vincent Smith says he borrowed nearly R600 000 to pay his daughter's tuition fees. File picture: Henk Kruger/African News Agency (ANA)

**ANC MP and co-chairperson for Parliament's constitutional review committee, Vincent Smith, responds to allegations that he was irregularly paid R670 000 by facilities management group Bosasa over the past three years:**

In light of the allegations that were made in the media over the past weekend, I have since consulted with the leadership of the ANC in Caucus. We are all in agreement that I am obliged to respond.

I confirm having entered into an agreement for a personal loan with Mr A. Agrizzi which is repayable by me. This loan was processed to me in two separate payments; an amount of R220 000 in 2015; and R395 000 in 2016. The loan was for the university tuition fees of my daughter in year one (2015) and year 2 (2016).

I deny any further assistance, financial or otherwise, including the installation of CCTV cameras at my home from him or any other person or company. The cameras that are at my home were paid for by myself.

My sole directorship of Euro Blitz 48, a company through which the loan was processed, is fully declared in the register of members interest and this has been the case since the acquisition of the company.

I am in total support of being held accountable and I therefore welcome any investigation into my personal loan transaction. I will fully participate in the parliamentary process led by the Ethics Committee; a process which I have no doubt will absolve me completely.

I am also going to present myself to the ANC Integrity Commission at their earliest convenience in the interest of being held accountable by my own organisation.

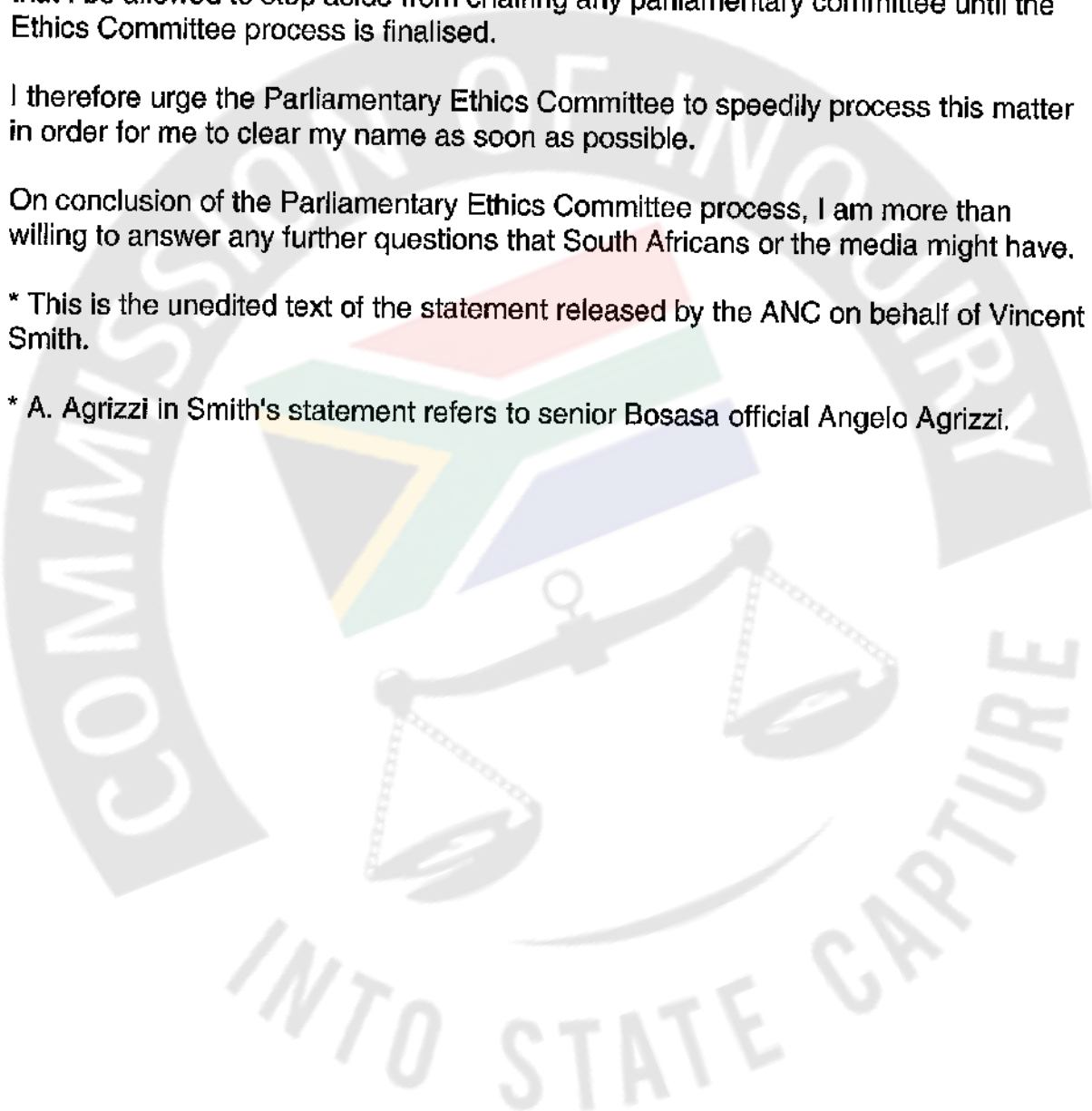
I have also made a request to the Chief Whip and leadership of the ANC Caucus that I be allowed to step aside from chairing any parliamentary committee until the Ethics Committee process is finalised.

I therefore urge the Parliamentary Ethics Committee to speedily process this matter in order for me to clear my name as soon as possible.

On conclusion of the Parliamentary Ethics Committee process, I am more than willing to answer any further questions that South Africans or the media might have.

\* This is the unedited text of the statement released by the ANC on behalf of Vincent Smith.

\* A. Agrizzi in Smith's statement refers to senior Bosasa official Angelo Agrizzi.





## NEWS24 ARTICLE CONFIRMING SMITH ASSISTED AGRIZZI IN GETTING EMPLOYMENT FOR HIS SON IN MAY 2015



### Dear ANC, you need to get it together

South Africans might not be clear who in the ANC is winning the battle, but there is little doubt that it is the people of the country who are losing, writes **Howard Feldman**.

LAST UPDATED: 2019-08-22, 09:37

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## Vincent Smith assisted former Bosasa boss' son to get ANC job

2018-09-05 16:35

Kyle Cowan

**news24**

Top ANC MP Vincent Smith confirmed that he 'assisted' former Bosasa chief operations officer Angelo Agrizzi's son to get a job at the ANC in Gauteng in 2015.

During interviews with News24 over payments totalling R670 000 made to Smith in 2015 and 2016, Smith was asked to explain his relationship with Agrizzi.

He denied knowledge that the funds came from Bosasa, saying he had asked Agrizzi for a personal loan to cover his daughter's tertiary education fees.

Bosasa now trades as African Global Operations.

Between 2009 and 2014, Smith was the chair of the Portfolio Committee on Correctional Services. He was a member of the committee when former SIU head, advocate Willie Hofmeyr, presented a report on Bosasa to it, which found the company had bribed prison officials to score tenders worth nearly R1.5bn.

Smith argued that he had no influence over the committee at the time of the loans.

Agrizzi denied any loan agreement, verbal or otherwise, and said Bosasa CEO Gavin Watson instructed him to make the payments. Watson and Bosasa have denied this.

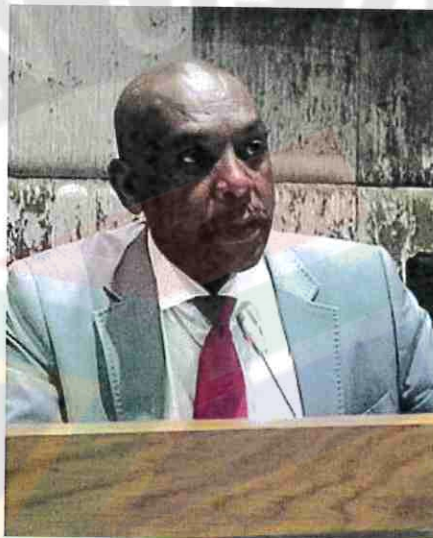
Agrizzi is now facing a charge of crimen injuria, opened by two of his former Bosasa colleagues, after he was recorded using the K-word to describe them during a rant at his home.

A News24 report on Sunday detailed that in July 2015, Bosasa finance employee Jacques van Zyl deposited R276 000 into the FNB business account of Euro Blitz 48, a company of which Smith is the sole director.

On August 5, 2016, Agrizzi instructed attorney Christo van Wyk via email to make a R395 000 payment to the same account from funds held in a trust account by Van Wyk for Bosasa.

Agrizzi CCed Bosasa chief financial officer Andries van Tonder in his email to Van Wyk.

Smith clarified on Wednesday that he had not asked anyone to hire Giancarlo Agrizzi, a political



ANC MP Vincent Smith. (File, Misheck Makora, Daily Sun)

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**Bosasa-linked KwaZulu-Natal prisons head fired after lengthy suspension**

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Apparently, this included chief whip of the ANC caucus in the Gauteng provincial legislature, Brian Hlongwa, who confirmed on Wednesday that Smith had spoken to him about Agrizzi.

"At the time he (Smith) said there is this young PhD student, who is a member of the ANC, which is a requirement for you to work for the party for obvious reasons," Hlongwa told News24.

"I said no he must submit CVs like everybody else. He did, and there was a process and in fact, Mr Giancarlo [Agrizzi] was overqualified, but was willing to work within the terms and conditions stipulated."

Smith said that as an MP he had assisted hundreds of others in the same manner.

"People approach MPs all the time with young men and women who have completed matric but have no job. It was in that spirit that I assisted this young man," he said.

"I told him here are the kinds of people you can send it to. I can certainly say I had no influence over it. He honestly got it on the strength of his CV," Smith explained.

Smith wanted to clarify that he had not simply arrived at Angelo Agrizzi's door to borrow money, but that they had known each other previously and had an existing relationship when he asked to borrow the cash.

Giancarlo Agrizzi told News24 that he was hired as a researcher at the ANC in May 2015. This was two months before the first payment went to Smith.

"I was approached by [Vincent] Smith to submit my CV to the chief whip Brian Hlongwa," Giancarlo Agrizzi said.

"I was later contacted for an interview where I was offered the job by the then secretary of caucus, Siphso Makama."

Makama died in 2017.

#### WATCH: Did Bosasa staff remove CCTV from Vincent Smith's home?

According to Giancarlo Agrizzi, he was first hired as a researcher and later promoted to manager of the Legislative and Research Unit. At some stage, he also acted as Secretary of Caucus following a request from Hlongwa.

"From my view, all the processes were followed in my employment and subsequent promotions," he said.

"When being promoted, I began to realise the level of corruption taking place and following being asked to do things I did not feel embraced the ethos of the ANC, I immediately tendered my resignation...in September 2016," he added.

Smith has asked the ANC in Parliament to allow him to step aside from the various committees he serves on, including his position as chairperson of the Constitutional Review Committee on land expropriation until the ethics committee has cleared him of wrongdoing.

He also faces a probe by the ANC's Integrity Committee.

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09:35 AM

Road name: Atlantic Road Westbound

Mi

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Bosasa-linked KwaZulu-Natal prisons head fired after lengthy suspension

58 minutes ago



2019-08-21 21:24

**ADV PAUL PRETORIUS SC:** We will look at that Chair.

**CHAIRPERSON:** Yes.

**ADV PAUL PRETORIUS SC:** The issue of course is that both the email chain relating to 2016 and the proof of payment relating to 2015 the prior payment are both Annexure H which is ...[intervenes].

**CHAIRPERSON:** Oh, which could have caused ...[intervenes].

**ADV PAUL PRETORIUS SC:** Confusion.

**CHAIRPERSON:** Yes, okay.

**ADV PAUL PRETORIUS SC:** But the evidence at least is clear.

10 **CHAIRPERSON:** I just want to make sure that we do not have a situation where there is some unnecessary issue that arises from this confusion. Maybe under cross-examination if cross-examination is granted so that there is just the clarity but as, as long you satisfy yourself that one way or another there is clarity whether there is a need for an amendment or a supplementary affidavit or there is not. As long as the situation is clearly clarified.

**ADV PAUL PRETORIUS SC:** We will do Chair. I am just rereading 24.9. It may well be necessary. I am sorry Chair. It may well be unnecessary to amend it.

**CHAIRPERSON:** Yes, ...[intervenes], ja.

**ADV PAUL PRETORIUS SC:** Even that Annexure H refers to both years of payment.

20 **CHAIRPERSON:** Ja, it may be, it may be.

**ADV PAUL PRETORIUS SC:** Thank you. If we can get then onto paragraph 24.11 Mr Agrizzi. You refer there to Mr Smith and the matters relating to Mr Smith being raised in Parliament in the context of an alleged loan. Would you tell the Chair please about those incidents?

**MR ANGELO AGRIZZI:** Chair, Mr Smith made statements and put out a press release



21 JANUARY 2019 – DAY 37

that in fact he had a personal loan with myself which is totally incorrect. There was no such thing. He did approach me for a loan and what he offered to do was to sell me his shares in a hospital at Waterfall Estate which I refused. I said that it would:

1. **Contravene every single BEE rule in the book, and**
2. **It would be very obvious if it came directly to me.**

I did not give Mr Smith any loans. I do not know him. I met him and I was in an association with him that that developed over a couple of months, but it was not a personal relationship in anyway and I would never have loaned him money.

**CHAIRPERSON:** Of course you know him now. You know – you just said you do not  
10 know him.

**MR ANGELO AGRIZZI:** Yes, I ...[intervenes].

**CHAIRPERSON:** You did know him before.

**MR ANGELO AGRIZZI:** I did not know him. Why would I give him loans?

**CHAIRPERSON:** Yes, but was the request for a loan was it not made after you had got to know him after that meeting that you are talking about?

**MR ANGELO AGRIZZI:** He made a request for a loan when I had already left Bosasa.

**CHAIRPERSON:** Oh that is ...[intervenes].

**MR ANGELO AGRIZZI:** So what I am saying that ...[intervenes].

**CHAIRPERSON:** Yes.

20 **MR ANGELO AGRIZZI:** He made the request for a loan in cash.

**CHAIRPERSON:** Yes.

**MR ANGELO AGRIZZI:** I did not know him then anymore. I did not – I was not interested in him.

**CHAIRPERSON:** Oh, okay.

**MR ANGELO AGRIZZI:** And he approached me to come to me with the shares that he



✉ Main Street  
P O Box 62191  
Marshalltown 2107  
**Street Address** 63 Main Street, Sa Eagle House  
**Branch Code** 251705  
☎ (011) 833-7600  
☎ (011) 838-4259

BBST105 020191  
\*EUROBLITZ 48 (PTY) LTD  
REG:2002/012907/07  
P O BOX 109  
BERGBRON  
1712

Customer VAT Registration Number : Not Provided  
Bank's VAT Registration Number : 4210102051  
Copy Tax Invoice/Statement Number : 105

**Total VAT Charged : R 388.22 Dr**

Statement Period : 30 June 2015 to 31 July 2015

**Statement Date : 31 July 2015**

## Business Cheque Account 62123700818

### Summary in Rand

**ZAR**

**Opening Balance** **197.23 Cr**

**Funds Received (Credits)** **6** **524,167.90 Cr**

Cash Deposits	2	460,667.90 Cr
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	4	63,500.00 Cr

**Funds Used (Debits)** **11** **515,974.26 Dr**

Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	11	515,974.26 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00

**Bank Charges** **4** **3,161.19 Dr**

Service Fees	1	82.50 Dr
Cash Deposit Fees	1	2,941.42 Dr
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	137.27 Dr

### Other Entries

Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00

**Closing Balance** **5,229.68 Cr**

Overdraft Limit 0.00

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📞 Fraud	087-311-8607

### Updated Terms and Conditions

Your transactional account terms and conditions have been amended. You may access the updated terms and conditions on [www.fnb.co.za](http://www.fnb.co.za)

### Debit Interest Rates (Usury)

15.00%

### Interest Earned on Credit Balance

R1-R4999	0.00%
R5000+	0.00%

Branch Number	Account Number	Date	DDA BH/AV/48/Y8/NA/CZ/C6/TT/N	FNBUS
051	62123700818	15/07/31	Business Cheque Account	

BUSINESS CHEQUE ACCOUNT: 62123700818

Tax Invoice/Statement Number : 105

Date	Description			Amount	Balance	Accrued Bank Charges
Opening Balance					197.23 Cr	
01 Jul	FNB OB Pmt	Nathan		30,000.00 Cr	30,197.23 Cr	
02 Jul	FNB OB Pmt	FNB OB 000000184 Vgs	Vgs STD	29,900.00	297.23 Cr	
02 Jul	#FNB OB Fees	#Internet Fees 1027623		123.27	173.96 Cr	
09 Jul	FNB OB Pmt	FNB OB 000000185 Vgs	Vgs STD	30.00	143.96 Cr	
14 Jul	Cash Deposit	Krugerdp	Euroblitz	276,667.90 Cr	276,811.86 Cr	2,941.42
14 Jul	FNB OB Pmt	FNB OB 000000186 Vgs	Vgs Nedbank	10,000.00	266,811.86 Cr	
14 Jul	FNB OB Pmt	FNB OB 000000187 Vgs	Vgs STD	35,000.00	231,811.86 Cr	
14 Jul	FNB OB Pmt	FNB OB 000000188 Abe	Aber Accom/Tuition	219,915.57	11,896.29 Cr	
14 Jul	FNB OB Pmt	FNB OB 000000189 Vgs	Vgs STD	10,000.00	1,896.29 Cr	
14 Jul	#Statement Fee			0.00	1,896.29 Cr	14.00
14 Jul	#Value Added Serv Fees			14.00	1,882.29 Cr	(14.00)
14 Jul	#Service Fees			82.50	1,799.79 Cr	(82.50)
14 Jul	#Cash Deposit Fee			2,941.42	1,141.63	(2,941.42)
15 Jul	Dr.Int.Rate	15,00000		0.00	1,141.63	
17 Jul	Magtape Credit	V Smith		2,000.00 Cr	858.37 Cr	
24 Jul	Int-banking Pmt Frm	Tony Freeman		1,500.00 Cr	2,358.37 Cr	
24 Jul	FNB OB Pmt	FNB OB 000000190 Vgs	Vgs STD	2,100.00	258.37 Cr	
29 Jul	Cash Deposit	Krugerdp	Loan Repay	184,000.00 Cr	184,258.37 Cr	1,958.80
29 Jul	FNB OB Pmt	FNB OB 000000191 Vgs	Vgs STD	130,000.00	54,258.37 Cr	
30 Jul	FNB OB Pmt	Nathan		30,000.00 Cr	84,258.37 Cr	
30 Jul	FNB OB Pmt	FNB OB 000000192 Vgs	Vgs Nedbank	8,000.00	76,258.37 Cr	
30 Jul	FNB OB Pmt	FNB OB 000000193 Vgs	Vgs STD	22,000.00	54,258.37 Cr	
30 Jul	FNB OB Pmt	FNB OB 000000194 Mil	Milda Fees	49,028.69	5,229.68 Cr	

Closing Balance

5,229.68 Cr

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First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

Branch Number	Account Number	Date	DDA BH/AV/48/Y8/NA/CZ/C6/TT/N	FNBUS
051	62123700818	15/07/31	Business Cheque Account	

✉ Main Street  
P O Box 62191  
Marshalltown 2107  
**Street Address** 63 Main Street, Sa Eagle House  
**Branch Code** 251705  
☎ (011) 833-7600  
☎ (011) 838-4259

Customer VAT Registration Number : Not Provided  
Bank VAT Registration Number : 4210102051

Copy Tax Invoice/Statement Number : 118

Total VAT Charged : R 26.99 Dr

Statement Period : 30 July 2016 to 31 August 2016

**Statement Date : 31 August 2016**

BBST118 017977  
\*EUROBLITZ 48 (PTY) LTD  
REG:2002/012907/07  
P O BOX 109  
BERGBRON  
1712

## Platinum Business Account 62123700818

### Summary in Rand

**ZAR**

**Opening Balance** **25,389.35 Cr**

**Funds Received (Credits)** **2** **420,076.00 Cr**

Cash Deposits	0	0.00
Other Deposits	0	0.00
Inter-Account Transfers In	0	0.00
Electronic Payments Received	2	420,076.00 Cr

**Funds Used (Debits)** **6** **444,632.61 Dr**

Cash Withdrawals (Branch)	0	0.00
Cash Withdrawals (Other)	0	0.00
Cheques Processed (Non Cash)	0	0.00
Debit Orders/Scheduled Payments	0	0.00
Account Payments	6	444,632.61 Dr
Inter-Account Transfers Out	0	0.00
Card Purchases (Swipes)	0	0.00
Fuel Purchases	0	0.00

**Bank Charges** **3** **219.80 Dr**

Service Fees	1	80.00 Dr
Cash Deposit Fees	0	0.00
Cash Handling Fees	0	0.00
Internet Fees	0	0.00
Other Fees	2	139.80 Dr

### Other Entries

Interest on Credit Balance	0	0.00
Interest on Debit Balance	0	0.00
Inward Unpaid Items	0	0.00
Unpaid Cheques and Debits	0	0.00
Refunds/Adjustments	0	0.00

**Closing Balance** **612.94 Cr**

Overdraft Limit 0.00

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✉ e-Mail	info@fnb.co.za
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☎ Account Enquiries	087-575-9479
☎ Fraud	087-311-8607

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### Debit Interest Rates (Usury)

24.00%

### Interest Earned on Credit Balance

R1-R4999	0.00%
R5000+	0.00%

Branch Number	Account Number	Date	DDA BH/AV/48/Y8/NA/BF/CZ/C6/CK/N	FNBUS
051	62123700818	16/08/31	Platinum Business Account	

PLATINUM BUSINESS ACCOUNT: 62123700818

Tax Invoice/Statement Number : 118

Date	Description	Amount	Balance	Accrued Bank Charges
<b>Opening Balance</b>			<b>25,389.35 Cr</b>	
01 Aug	FNB OB Pmt FNB OB 000000240 Vgs Vgs STD	15,478.98	9,910.37 Cr	
02 Aug	#FNB OB Fees #FNB Obe 1027623	124.80	9,785.57 Cr	
06 Aug	General Credit - Domestic Trea Car Accident Settlm Eft1031164366587	395,076.00 Cr	404,861.57 Cr	
06 Aug	FNB OB Pmt FNB OB 000000241 Vgs Vgs Nedbank	20,000.00	384,861.57 Cr	
06 Aug	FNB OB Pmt FNB OB 000000242 Vgs Vgs STD	300,000.00	84,861.57 Cr	
06 Aug	FNB OB Pmt FNB OB 000000243 Vgs Vgs STD	76,354.88	8,506.69 Cr	
13 Aug	#Statement Fee	0.00	8,506.69 Cr	15.00
13 Aug	#Monthly Account Fee	80.00	8,426.69 Cr	
13 Aug	#Value Added Serv Fees	15.00	8,411.69 Cr	
16 Aug	FNB OB Pmt FNB OB 000000244 Vgs Vgs STD	8,234.98	176.71 Cr	
25 Aug	Magtape Credit Waterfall Golf Est - Inv-71	25,000.00 Cr	25,176.71 Cr	
30 Aug	FNB OB Pmt FNB OB 000000245 Vgs Vgs STD	24,563.77	612.94 Cr	
<b>Closing Balance</b>			<b>612.94 Cr</b>	

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**Pay as You use Pricing Option (Refer to the Business Pricing Guide on our website for more information)**

Monthly Account Fee	R80.00	Cheque Service Fee	R95.00						
Cheque Deposit Fee	R40.00	Inward Unpaid Fee	R110.00						
<b>Cash Deposits (Fees are quoted per R100 or part thereof)</b>				<b>&lt;R5000</b>	<b>&lt;R10000</b>	<b>&lt;R15000</b>	<b>&lt;R50000</b>	<b>&lt;R150000</b>	<b>&gt;=R150000</b>
Branch:	(Min fee per deposit R20.00) R8.40 plus			R2.810	R2.080	R1.590	R1.490	R1.250	R1.130
Bulk:	(Min fee per deposit R20.00) R5.00 plus			R2.590	R2.230	R1.670	R1.480	R1.300	R1.110
FNB ATM Advance:	R3.75 + R0.76 per R100 or part thereof								
<b>Cash Withdrawals (Fees are quoted per R100 or part thereof)</b>				<b>&lt;R5000</b>	<b>&lt;R10000</b>	<b>&lt;R15000</b>	<b>&lt;R50000</b>	<b>&lt;R150000</b>	<b>&gt;=R150000</b>
Branch:	Cheque Service Fee (min R40.00) plus			R2.930	R2.080	R1.690	R1.590	R1.590	R1.590
Bulk:	Cheque Service Fee (min R40.00) plus			R2.270	R1.670	R1.350	R1.190	R1.000	R0.880
FNB ATM:	R3.95 + R1.45 per R100 or part thereof								

# Inclusive of VAT @ 14.00%

First National Bank - a division of FirstRand Bank Limited. Registration Number 1929/001225/06.

An Authorised Financial Services and Credit Provider (NCRCP20).

Branch Number	Account Number	Date	DDA BH/AV/48/Y8/NA/BF/CZ/C6/CK/N	FNBUS
051	62123700818	16/08/31	Platinum Business Account	





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(011) 273-0070  
 (011) 273-1152

Fax

Lost Cards 0800-11-01-32  
 Account Enquiries 087-575-9479

Branch code 256955

Officer Code One MAN01

Officer Code Two SUP01

Bank's VAT Registration Number : 4210102051

Customer VAT Registration Number : 4070165735

COPY Tax Invoice/Statement Number : 393

Statement Date 31 July 2015

Previous Statement Date 30 June 2015

## Bank Charges

Service Fee Rate	35.60 / 35.60 / 35.60

## Statement Balances

Opening Balance	21,370,927.40 Dr
Closing Balance	5,127,591.22 Dr

## Interest Rates

Credit Rate	Tiered
Debit Rate	9.50 %

"If there is an entry on your statement you wish to query, please contact the Account Enquiries number as soon as possible, preferably within 30 days, in order that it may be investigated"

#: Inclusive of VAT @ 14.00%

Total VAT on this statement R22,001.91 Dr

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
<b>Bills And Foreign Exchange</b>					
1 Jul	General Credit - Domestic Treasury	80332315	Srbf	3,848,553.76 Cr	1 1np879
3 Jul	Fx lbf7103733 USD 654	.59 12.2100		7,992.54 Dr	2 zbd480
3 Jul	Fx lbf7103764 USD 43,	384.5 0 12.2100		529,724.75 Dr	3 zbd480
7 Jul	General Credit - Domestic Treasury	80332315	Srbf	3,297,809.90 Cr	4 1np879
10 Jul	General Credit - Domestic Treasury	80332315	Srbf	1,060,617.29 Cr	5 1np879
13 Jul	General Credit - Domestic Treasury	80332315	Srbf	7,458,805.27 Cr	6 1np879
14 Jul	General Credit - Domestic Treasury	80332315	Srbf	6,434,526.34 Cr	7 1np879
15 Jul	General Credit - Domestic Treasury	80332315	Srbf	2,071,680.66 Cr	8 1np879
15 Jul	Fx lbf7d00543 S65706b	48240 3080		216.78 Dr	9 zbd480
16 Jul	Fx lbf7f02539 USD 7,0	00.00 12.4200		86,940.00 Dr	10 zbd480
16 Jul	Fx lbf7f02485 USD 1,5	83.33 12.4200		19,664.96 Dr	11 zbd480
17 Jul	General Credit - Domestic Treasury	80332315	Srbf	7,000,726.56 Cr	12 1np879
20 Jul	General Credit - Domestic Treasury	80332315	Srbf	7,274,041.33 Cr	13 1np879
21 Jul	General Credit - Domestic Treasury	80332315	Srbf	4,297,867.49 Cr	14 1np879
22 Jul	Fx lbf7103743 USD 500	.00 12.4410		6,220.50 Dr	15 zbd480
22 Jul	Fx lbf7m01209 USD 1,1	02.14 12.4410		13,711.72 Dr	16 zbd480
22 Jul	Fx lbf7103712 USD 22,	650.0 0 12.4410		281,788.65 Dr	17 zbd480
23 Jul	General Credit - Domestic Treasury	80332315	Srbf	3,566,407.38 Cr	18 1np879
30 Jul	General Credit - Domestic Treasury	80332315	Srbf	3,768,045.07 Cr	19 1np879
31 Jul	General Credit - Domestic Treasury	80332315	Srbf	7,883,298.53 Cr	20 1np879
<b>Cheques Issued Deposited Into An Account</b>					
2 Jul	Cheque Key West 1044160079	33530		719.57 Dr	21 clc669
9 Jul	Cheque Key West 1044160079	33531		548.99 Dr	22 clc669
28 Jul	Cheque Key West 1004200523	33536		7,679.85 Dr	23 clc669

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
30 Jul	Cheque Key West 1044160079	33537	512.43 Dr	35.60	24 clc669
31 Jul	Cheque Key West 1044160079	33533	491.67 Dr	35.60	25 clc669
	<b>Deposits</b>				
16 Jul	Cash Deposit FNB, Pavilion (2900.00)	Westville Waste	2,900.00 Cr	82.35	26 zft835
	<b>Intercompany/ Intergroup Transfers</b>				
1 Jul	FNB OB Trf	From Youth Centres	3,600,000.00 Cr		27 1bb560
1 Jul	FNB OB Trf	To Dcs Pollsmoor PC	703.55 Dr		28 1bb560
1 Jul	FNB OB Trf	To Mbp R Wakeling PC	9,862.90 Dr		29 1bb560
1 Jul	FNB OB Trf	To Reg Off C/Town PC	3,911.30 Dr		30 1bb560
1 Jul	FNB OB Trf	To Reg Off Dbn PC To	2,184.85 Dr		31 1bb560
1 Jul	FNB OB Trf	To Sal 4 T/Claims	12,872.70 Dr		32 1bb560
1 Jul	FNB OB Trf	To Security 4 Cred	124,000.00 Dr		33 1bb560
1 Jul	FNB OB Trf	To Wag 4 T/Claims	3,949.25 Dr		34 1bb560
2 Jul	FNB OB Trf	To Lindela 4 Cred	50,500.00 Dr		35 1bb560
2 Jul	FNB OB Trf	To Wag 4 Prepaids	18,940.79 Dr		36 1bb560
2 Jul	FNB OB Trf	To Youth Centre 4 Cr	21,800.00 Dr		37 1bb560
2 Jul	FNB OB Trf	To Youth Centre 4 PC	24,000.00 Dr		38 1bb560
3 Jul	FNB OB Trf	Fnbcardtopup-jgumede	7,391.00 Dr		39 1bb560
3 Jul	FNB OB Trf	Fnbcardtopup-pleshab	16,015.00 Dr		40 1bb560
3 Jul	FNB OB Trf	To Byc 4 Wage Mends	47,454.02 Dr		41 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	6,340.00 Dr		42 1bb560
3 Jul	FNB OB Trf	To Byc 4 Sal Deds	231,236.13 Dr		43 1bb560
3 Jul	FNB OB Trf	To Lin 4 Sal Deds	25,349.00 Dr		44 1bb560
3 Jul	FNB OB Trf	To Sec 4 Sal Deds	100,834.53 Dr		45 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	22,255.35 Dr		46 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	11,752.36 Dr		47 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	10,296.52 Dr		48 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	5,305.59 Dr		49 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	3,100.00 Dr		50 1bb560
3 Jul	FNB OB Trf	To Sec 4 Wage Mends	1,995.36 Dr		51 1bb560
3 Jul	FNB OB Trf	To Son 4 Sal Deds	101,438.19 Dr		52 1bb560
3 Jul	FNB OB Trf	To Son 4 wage Mends	4,551.48 Dr		53 1bb560
3 Jul	FNB OB Trf	To Youth Centre 4 Cr	11,700.00 Dr		54 1bb560
3 Jul	FNB OB Trf	To Youth Centre 4 Cr	7,000.00 Dr		55 1bb560
3 Jul	FNB OB Trf	Wage Deductions	11,692.59 Dr		56 1bb560
3 Jul	FNB OB Trf	Wage Deductions	9,600.00 Dr		57 1bb560
3 Jul	FNB OB Trf	2 Sal 4 Deds 3rd	370,302.65 Dr		58 1bb560
3 Jul	FNB OB Trf	2 Sal 4 Deds 3rd	144,932.88 Dr		59 1bb560
3 Jul	FNB OB Trf	2 Sal 4 Deds 3rd	36,208.00 Dr		60 1bb560
3 Jul	FNB OB Trf	2 Sal 4 Deds 3rd	12,679.31 Dr		61 1bb560
3 Jul	FNB OB Trf	2 Wgs 4 Act All	10,680.00 Dr		62 1bb560
6 Jul	FNB OB Trf	To Salaries	2,270,000.00 Dr		63 1bb560
6 Jul	FNB OB Trf	To Youth Centre 4 Cr	23,000.00 Dr		64 1bb560
6 Jul	FNB OB Trf	2bscm4creds	1,233,000.00 Dr		65 1bb560
7 Jul	FNB OB Trf	Sal2ops Reversal	2,270,000.00 Cr		66 1bb560
7 Jul	FNB OB Trf	To Byc 4 Wage Mends	568,981.94 Dr		67 1bb560
7 Jul	FNB OB Trf	To Sec 4 Wage Mends	1,293,100.00 Dr		68 1bb560
7 Jul	FNB OB Trf	To Bscm 4 Cred	520,500.00 Dr		69 1bb560
7 Jul	FNB OB Trf	To Byc 4 Sal Deds	1,168,691.58 Dr		70 1bb560
7 Jul	FNB OB Trf	To Lin 4 Sal Deds	85,162.45 Dr		71 1bb560
7 Jul	FNB OB Trf	To Lin 4 Wage Mends	66,205.78 Dr		72 1bb560
7 Jul	FNB OB Trf	To Lpv C Taljaard PC	10,158.23 Dr		73 1bb560
7 Jul	FNB OB Trf	To Reg Off Dbn PC To	3,252.05 Dr		74 1bb560
7 Jul	FNB OB Trf	To Sec 4 Sal Deds	635,837.04 Dr		75 1bb560
7 Jul	FNB OB Trf	To Son 4 Sal Deds	513,225.34 Dr		76 1bb560
7 Jul	FNB OB Trf	To Son 4 wage Mends	43,194.43 Dr		77 1bb560
7 Jul	FNB OB Trf	To Swrx Mm 4 Wgs	6,000.00 Dr		78 1bb560
7 Jul	FNB OB Trf	To Swrx 4 Wage Mends	8,106.09 Dr		79 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
7 Jul	FNB OB Trf	To Youth Centre 4 Cr	56,400.00 Dr		80 1bb560
7 Jul	FNB OB Trf	To Youth Centre 4 PC	10,000.00 Dr		81 1bb560
7 Jul	FNB OB Trf	To Youth Centre 4 PC	8,200.00 Dr		82 1bb560
7 Jul	FNB OB Trf	Wage Deductions	370,943.85 Dr		83 1bb560
7 Jul	FNB OB Trf	Wage Deductions	168,948.75 Dr		84 1bb560
7 Jul	FNB OB Trf	2 Sal 4 Deds 7th	2,650,069.91 Dr		85 1bb560
7 Jul	FNB OB Trf	2 Sal 4 Deds 7th	395,710.81 Dr		86 1bb560
7 Jul	FNB OB Trf	2 Sal 4 Deds 7th	98,158.02 Dr		87 1bb560
7 Jul	FNB OB Trf	2 Sal 4 Deds 7th	53,835.01 Dr		88 1bb560
8 Jul	FNB OB Trf	From Youth Centres	1,467,000.00 Cr		89 1bb560
8 Jul	FNB OB Trf	Fnbcardtopup-jgumede	8,715.00 Dr		90 1bb560
8 Jul	FNB OB Trf	Fnbcardtopup-pleshab	15,314.00 Dr		91 1bb560
8 Jul	FNB OB Trf	To Mbp R Leroux PC T	808.14 Dr		92 1bb560
8 Jul	FNB OB Trf	To Sal 4 T/Claims	10,744.40 Dr		93 1bb560
8 Jul	FNB OB Trf	To Wag 4 T/Claims	3,078.63 Dr		94 1bb560
8 Jul	FNB OB Trf	To Youth Centre 4 PC	4,500.00 Dr		95 1bb560
8 Jul	FNB OB Trf	4 Sec Prepaids	16,256.05 Dr		96 1bb560
9 Jul	FNB OB Trf	To Reg Off C/Town PC	3,966.99 Dr		97 1bb560
9 Jul	FNB OB Trf	To Sal 4 T/Claims	1,123.01 Dr		98 1bb560
9 Jul	FNB OB Trf	To Security 4 Cred	33,800.00 Dr		99 1bb560
10 Jul	FNB OB Trf	Fnbcardtopup-aagrizz	300,000.00 Dr		100 1bb560
10 Jul	FNB OB Trf	To Bscm 4 Cred	129,000.00 Dr		101 1bb560
10 Jul	FNB OB Trf	To Dcs St Albans PC	6,772.06 Dr		102 1bb560
10 Jul	FNB OB Trf	To Dcs Waterval PC T	297.45 Dr		103 1bb560
10 Jul	FNB OB Trf	To Mbp R Le Roux PC	715.93 Dr		104 1bb560
10 Jul	FNB OB Trf	To Reg Off E/Cape PC	806.30 Dr		105 1bb560
10 Jul	FNB OB Trf	To Sal 4 Prepaids	308,000.00 Dr		106 1bb560
10 Jul	FNB OB Trf	To Security 4 Cred	3,000.00 Dr		107 1bb560
10 Jul	FNB OB Trf	To Security 4 PC	1,000.00 Dr		108 1bb560
10 Jul	FNB OB Trf	To Wages 4 Prepaids	302,141.98 Dr		109 1bb560
10 Jul	FNB OB Trf	To Youth Centre 4 Cr	25,600.00 Dr		110 1bb560
10 Jul	FNB OB Trf	To Youth Centre 4 PC	3,800.00 Dr		111 1bb560
10 Jul	FNB OB Trf	To Youth Centre 4 PC	3,600.00 Dr		112 1bb560
13 Jul	FNB OB Trf	From Security	2,023,000.00 Cr		113 1bb560
13 Jul	FNB OB Trf	From Sw 4 C/Card	8,750.58 Cr		114 1bb560
13 Jul	FNB OB Trf	From Youth Centres	897,000.00 Cr		115 1bb560
13 Jul	FNB OB Trf	To Youth Centre 4 Cr	94,500.00 Dr		116 1bb560
14 Jul	FNB OB Trf	To Lindela 4 Cred	25,000.00 Dr		117 1bb560
14 Jul	FNB OB Trf	To Reg Off Dbn PC To	3,991.40 Dr		118 1bb560
14 Jul	FNB OB Trf	To Security 4 Cred	14,200.00 Dr		119 1bb560
14 Jul	FNB OB Trf	To Security 4 Cred	6,900.00 Dr		120 1bb560
14 Jul	FNB OB Trf	To Security 4 PC	1,600.00 Dr		121 1bb560
14 Jul	FNB OB Trf	To Youth Centre 4 Cr	5,400.00 Dr		122 1bb560
14 Jul	FNB OB Trf	To Youth Centre 4 PC	4,000.00 Dr		123 1bb560
14 Jul	FNB OB Trf	2bscm4creds	1,456,300.00 Dr		124 1bb560
15 Jul	FNB OB Trf	From Youth Centres	8,520,000.00 Cr		125 1bb560
15 Jul	FNB OB Trf	Dcs Pollsmoor Float	1,000.00 Dr		126 1bb560
15 Jul	FNB OB Trf	Dcs Pollsmoor 4 PC	1,222.85 Dr		127 1bb560
15 Jul	FNB OB Trf	Ec Reg Office Pcash	213.10 Dr		128 1bb560
15 Jul	FNB OB Trf	Ops 2 Sal 4 Prepay	11,906.24 Dr		129 1bb560
15 Jul	FNB OB Trf	To Bscm 4 Cred	1,150,000.00 Dr		130 1bb560
15 Jul	FNB OB Trf	To Byc 4 Pcash Top	4,100.00 Dr		131 1bb560
15 Jul	FNB OB Trf	To Sal 4 Travel Cl	8,000.00 Dr		132 1bb560
15 Jul	FNB OB Trf	To Security 4 Cred	151,900.00 Dr		133 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO



## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
15 Jul	FNB OB Trf	To Wages 4 Prepaid	2,500.00 Dr		134 1bb560
15 Jul	FNB OB Trf	To Youth Centre 4 Cr	152,200.00 Dr		135 1bb560
16 Jul	FNB OB Trf	Lpt To Ops	8,340,000.00 Cr		136 1bb560
16 Jul	FNB OB Trf	Lpt To Ops	3,980,000.00 Cr		137 1bb560
16 Jul	FNB OB Trf	Ops 2 Bscm 4 Cred	77,600.00 Dr		138 1bb560
16 Jul	FNB OB Trf	Ops 2 Byc 4 Cred	89,700.00 Dr		139 1bb560
16 Jul	FNB OB Trf	Ops 2 Lindela 4 Cre	10,650.00 Dr		140 1bb560
16 Jul	FNB OB Trf	Ops 2 Sondolo 4 Cre	460.00 Dr		141 1bb560
16 Jul	FNB OB Trf	To Bscm 4 Cred	135,780.00 Dr		142 1bb560
16 Jul	FNB OB Trf	To Byc 4 PC	3,860.90 Dr		143 1bb560
17 Jul	FNB OB Trf	From Security	23,000.00 Cr		144 1bb560
17 Jul	FNB OB Trf	To Dcs St Albans PC	7,228.72 Dr		145 1bb560
17 Jul	FNB OB Trf	To Operations Call	20,950,000.00 Dr		146 1bb560
17 Jul	FNB OB Trf	To Reg Off C/Town PC	2,050.75 Dr		147 1bb560
17 Jul	FNB OB Trf	To Security 4 PC	500.00 Dr		148 1bb560
17 Jul	FNB OB Trf	To Youth Centre 4 Cr	65,800.00 Dr		149 1bb560
17 Jul	FNB OB Trf	To Youth Centre 4 Cr	15,300.00 Dr		150 1bb560
17 Jul	FNB OB Trf	To Youth Centre 4 PC	2,000.00 Dr		151 1bb560
20 Jul	FNB OB Trf	From Security	2,168,000.00 Cr		152 1bb560
20 Jul	FNB OB Trf	Fnbcardtopup-jgumede	7,298.00 Dr		153 1bb560
20 Jul	FNB OB Trf	Fnbcardtopup-lwatson	6,220.00 Dr		154 1bb560
20 Jul	FNB OB Trf	Fnbcardtopup-pleshab	18,211.00 Dr		155 1bb560
20 Jul	FNB OB Trf	Fnbcardtopup-tmakoko	5,447.00 Dr		156 1bb560
20 Jul	FNB OB Trf	Ops To Bscm 4cr	1,232,500.00 Dr		157 1bb560
20 Jul	FNB OB Trf	To Operations Call	7,600,000.00 Dr		158 1bb560
20 Jul	FNB OB Trf	To Sondolo It	1,000.00 Dr		159 1bb560
20 Jul	FNB OB Trf	To Youth Centre 4 Cr	142,900.00 Dr		160 1bb560
20 Jul	FNB OB Trf	To Youth Centre 4 PC	12,300.00 Dr		161 1bb560
21 Jul	FNB OB Trf	To Bscm 4 Cred	749,900.00 Dr		162 1bb560
21 Jul	FNB OB Trf	To Mbp R Leroux PC T	772.03 Dr		163 1bb560
21 Jul	FNB OB Trf	To Operations Call	2,100,000.00 Dr		164 1bb560
21 Jul	FNB OB Trf	To Salaries 4 Adv	12,000.00 Dr		165 1bb560
21 Jul	FNB OB Trf	To Security 4 Cred	77,600.00 Dr		166 1bb560
21 Jul	FNB OB Trf	To Security 4 PC	4,200.00 Dr		167 1bb560
21 Jul	FNB OB Trf	To Security 4 PC	1,900.00 Dr		168 1bb560
21 Jul	FNB OB Trf	To Sondolo It 4 Cred	92,100.00 Dr		169 1bb560
21 Jul	FNB OB Trf	To Youth Centre 4 Cr	212,600.00 Dr		170 1bb560
22 Jul	FNB OB Trf	Ops 2 Sal 4 Travel	6,709.41 Dr		171 1bb560
22 Jul	FNB OB Trf	Ops 2 Sec 4 PC Top	8,474.80 Dr		172 1bb560
22 Jul	FNB OB Trf	Ops 2 Wages 4 Trave	2,228.51 Dr		173 1bb560
22 Jul	FNB OB Trf	To Bscm 4 Cred	221,300.00 Dr		174 1bb560
22 Jul	FNB OB Trf	To Kzn Reg Off 4 PC	3,370.92 Dr		175 1bb560
22 Jul	FNB OB Trf	To Lindela 4 Od	500.00 Dr		176 1bb560
22 Jul	FNB OB Trf	To Lpv C Taljaard PC	11,339.42 Dr		177 1bb560
22 Jul	FNB OB Trf	To Security 4 Cred	88,900.00 Dr		178 1bb560
22 Jul	FNB OB Trf	To Sondolo It 4 Cred	37,800.00 Dr		179 1bb560
22 Jul	FNB OB Trf	To Youth Centre 4 Cr	23,600.00 Dr		180 1bb560
22 Jul	FNB OB Trf	To Youth Centre 4 PC	4,600.00 Dr		181 1bb560
23 Jul	FNB OB Trf	Fnbcardtopup-imncwab	3,626.52 Dr		182 1bb560
23 Jul	FNB OB Trf	To Bems Call	50.00 Dr		183 1bb560
23 Jul	FNB OB Trf	To Bems Chq	50.00 Dr		184 1bb560
23 Jul	FNB OB Trf	To Bscm 4 Cred	130,650.00 Dr		185 1bb560
23 Jul	FNB OB Trf	To Operations Call	1,900,000.00 Dr		186 1bb560
23 Jul	FNB OB Trf	To Properties 4 Cred	412,000.00 Dr		187 1bb560
23 Jul	FNB OB Trf	To Security 4 Cred	26,700.00 Dr		188 1bb560
23 Jul	FNB OB Trf	To Security 4 PC	1,000.00 Dr		189 1bb560
23 Jul	FNB OB Trf	To Wages 4 Prepaid	22,960.00 Dr		190 1bb560
23 Jul	FNB OB Trf	To Youth Centre 4 Cr	78,400.00 Dr		191 1bb560
23 Jul	FNB OB Trf	To Youth Centre 4 PC	9,600.00 Dr		192 1bb560

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669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO



## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
24 Jul	FNB OB Trf	From Operations Call	5,900,000.00 Cr		193 1bb560
24 Jul	FNB OB Trf	From Security	4,620,000.00 Cr		194 1bb560
24 Jul	FNB OB Trf	To Bscm 4 Cred	1,745,000.00 Dr		195 1bb560
24 Jul	FNB OB Trf	To Dcs St Albans PC	7,436.69 Dr		196 1bb560
24 Jul	FNB OB Trf	To Dcs Westville PC	2,905.70 Dr		197 1bb560
24 Jul	FNB OB Trf	To Properties 4 Cred	2,275,700.00 Dr		198 1bb560
24 Jul	FNB OB Trf	To Reg Off C/Town PC	2,841.19 Dr		199 1bb560
24 Jul	FNB OB Trf	To Reg Off E/Cape PC	411.75 Dr		200 1bb560
24 Jul	FNB OB Trf	To Swrx 4 Crds	54,000.00 Dr		201 1bb560
24 Jul	FNB OB Trf	To Youth Centre 4 Cr	52,800.00 Dr		202 1bb560
24 Jul	FNB OB Trf	To Youth Centre 4 PC	10,000.00 Dr		203 1bb560
24 Jul	FNB OB Trf	To Youth Centre 4 PC	4,500.00 Dr		204 1bb560
27 Jul	FNB OB Trf	To Security 4 Cred	42,800.00 Dr		205 1bb560
27 Jul	FNB OB Trf	To Security 4 PC	2,000.00 Dr		206 1bb560
27 Jul	FNB OB Trf	To Sondolo It 4 Cred	19,000.00 Dr		207 1bb560
27 Jul	FNB OB Trf	To Youth Centre 4 Cr	73,400.00 Dr		208 1bb560
27 Jul	FNB OB Trf	To Youth Centre 4 PC	1,300.00 Dr		209 1bb560
27 Jul	FNB OB Trf	2bscm4creds	224,100.00 Dr		210 1bb560
27 Jul	FNB OB Trf	2byc4consillium	19,179.15 Dr		211 1bb560
27 Jul	FNB OB Trf	2sond It4consillium	148,655.18 Dr		212 1bb560
28 Jul	FNB OB Trf	From Operations Call	2,000,000.00 Cr		213 1bb560
28 Jul	FNB OB Trf	From Youth Centres	5,377,000.00 Cr		214 1bb560
28 Jul	FNB OB Trf	From Youth Centres	2,583,000.00 Cr		215 1bb560
28 Jul	FNB OB Trf	Fnbcardtopup-tmakoko	9,222.00 Dr		216 1bb560
28 Jul	FNB OB Trf	To Bscm 4 Cred	1,000.00 Dr		217 1bb560
28 Jul	FNB OB Trf	To Lindela 4 Cred	28,100.00 Dr		218 1bb560
28 Jul	FNB OB Trf	To Operations Call	1,400,000.00 Dr		219 1bb560
28 Jul	FNB OB Trf	To Reg Off C/Town PC	3,702.35 Dr		220 1bb560
28 Jul	FNB OB Trf	To Security 4 Cred	1,000.00 Dr		221 1bb560
28 Jul	FNB OB Trf	To Youth Centre 4 Cr	48,300.00 Dr		222 1bb560
29 Jul	FNB OB Trf	From Operations Call	26,000,000.00 Cr		223 1bb560
29 Jul	FNB OB Trf	Net Wages	2,223,720.31 Dr		224 1bb560
29 Jul	FNB OB Trf	Net Wages	945,419.22 Dr		225 1bb560
29 Jul	FNB OB Trf	Net Wages	843,346.47 Dr		226 1bb560
29 Jul	FNB OB Trf	To Byc 4 Wage Mends	3,012,272.62 Dr		227 1bb560
29 Jul	FNB OB Trf	To Sec 4 Wage Mends	8,274,500.00 Dr		228 1bb560
29 Jul	FNB OB Trf	To 4 Net Sal	2,096,628.74 Dr		229 1bb560
29 Jul	FNB OB Trf	To 4 Net Sal	858,602.07 Dr		230 1bb560
29 Jul	FNB OB Trf	To 4 Net Sal	600,768.91 Dr		231 1bb560
29 Jul	FNB OB Trf	To Current 4 N Sal	147,148.20 Dr		232 1bb560
29 Jul	FNB OB Trf	To Lin 4 Net Sal	171,070.46 Dr		233 1bb560
29 Jul	FNB OB Trf	To Lin 4 Wage Mends	367,459.91 Dr		234 1bb560
29 Jul	FNB OB Trf	To Lindela 4 Cred	1,035,120.00 Dr		235 1bb560
29 Jul	FNB OB Trf	To Properties 4 Cred	644,400.00 Dr		236 1bb560
29 Jul	FNB OB Trf	To Sal 4 T/Claims	3,676.20 Dr		237 1bb560
29 Jul	FNB OB Trf	To Security 4 Cred	38,200.00 Dr		238 1bb560
29 Jul	FNB OB Trf	To Son 4wage Mends	136,643.87 Dr		239 1bb560
29 Jul	FNB OB Trf	To Sondolo It 4 Cred	54,400.00 Dr		240 1bb560
29 Jul	FNB OB Trf	To Wag 4 T/Claims	1,761.50 Dr		241 1bb560
29 Jul	FNB OB Trf	To Youth Centre 4 Cr	9,200.00 Dr		242 1bb560
29 Jul	FNB OB Trf	2 Sal 4 Net Salaries	2,949,623.16 Dr		243 1bb560
29 Jul	FNB OB Trf	2 Sal 4 Net Salaries	1,713,656.95 Dr		244 1bb560
29 Jul	FNB OB Trf	2 Sal 4 Net Salaries	296,387.22 Dr		245 1bb560
29 Jul	FNB OB Trf	2 Sal 4 Net Salaries	222,135.62 Dr		246 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
29 Jul	FNB OB Trf	2 Swrx 4 Wages	41,842.03 Dr		247 1bb560
30 Jul	FNB OB Trf	Ops To Sw 4cr	720,000.00 Dr		248 1bb560
30 Jul	FNB OB Trf	To Bscm 4 Cred	1,879,700.00 Dr		249 1bb560
30 Jul	FNB OB Trf	To Dcs St Albans PC	5,993.30 Dr		250 1bb560
30 Jul	FNB OB Trf	To Dcs Westville PC	2,855.00 Dr		251 1bb560
30 Jul	FNB OB Trf	To Reg Off C/Town PC	7,097.57 Dr		252 1bb560
30 Jul	FNB OB Trf	To Reg Off E/Cape PC	413.10 Dr		253 1bb560
30 Jul	FNB OB Trf	To Sal 4 S/Pd Ret	4,176.22 Dr		254 1bb560
30 Jul	FNB OB Trf	To Security 4 Cred	71,000.00 Dr		255 1bb560
30 Jul	FNB OB Trf	To Security 4 PC	2,300.00 Dr		256 1bb560
30 Jul	FNB OB Trf	To Wages 4 Rej	4,585.55 Dr		257 1bb560
30 Jul	FNB OB Trf	To Youth Centre 4 PC	2,900.00 Dr		258 1bb560
31 Jul	FNB OB Trf	From Lindela	1,961,000.00 Cr		259 1bb560
31 Jul	FNB OB Trf	From Operations Call	10,000,000.00 Cr		260 1bb560
31 Jul	FNB OB Trf	From Ops 4 Wages	1,000.00 Dr		261 1bb560
31 Jul	FNB OB Trf	Ops 2 Sal 4 Advance	7,500.00 Dr		262 1bb560
31 Jul	FNB OB Trf	To Bscm 4 Cred	2,105,500.00 Dr		263 1bb560
31 Jul	FNB OB Trf	To Lpv C Taljaard PC	9,573.25 Dr		264 1bb560
31 Jul	FNB OB Trf	To Mbp R Leroux PC T	7,278.55 Dr		265 1bb560
31 Jul	FNB OB Trf	To Operations Call	10,000,000.00 Dr		266 1bb560
31 Jul	FNB OB Trf	To Security 4 Do	40,000.00 Dr		267 1bb560
31 Jul	FNB OB Trf	To Sondolo It 4cred	23,000.00 Dr		268 1bb560
31 Jul	FNB OB Trf	To Youth Centre 4 Cr	81,100.00 Dr		269 1bb560
31 Jul	FNB OB Trf	To Youth Centre 4 Do	15,000.00 Dr		270 1bb560
31 Jul	FNB OB Trf	To Youth Centre 4 PC	13,000.00 Dr		271 1bb560
31 Jul	FNB OB Trf	2 Bosasa It1 4 VAT	252.60 Dr		272 1bb560
31 Jul	FNB OB Trf	2 Bscm 4 VAT	226,713.77 Dr		273 1bb560
31 Jul	FNB OB Trf	2 Sec 4 VAT	1,634,932.31 Dr		274 1bb560
31 Jul	FNB OB Trf	2 Son 4 VAT	786,255.37 Dr		275 1bb560
31 Jul	FNB OB Trf	2 Swrx 4 VAT	27,801.36 Dr		276 1bb560
31 Jul	FNB OB Trf	2 Wages 4 Adv	2,000.00 Dr		277 1bb560
31 Jul	FNB OB Trf	2byc 4 VAT	1,435,622.60 Dr		278 1bb560
31 Jul	FNB OB Trf	2lindela 4 VAT	465,804.03 Dr		279 1bb560
31 Jul	FNB OB Trf	2props 4 VAT	300,236.94 Dr		280 1bb560
<b>Receipts Via Other Banks</b>					
1 Jul	Magtape Credit User 0926 Seq 148007	Basa06 Nat: Corr000834787	34,955.42 Cr		281 pcb560
2 Jul	Magtape Credit User 9663 Seq 151757	Mf Pay0000_82251894	3,250.00 Cr		282 pcb560
13 Jul	Magtape Credit User 0926 Seq 149814	Basa06 Nat: Corr000839167	279,271.65 Cr		283 pcb560
16 Jul	Magtape Credit User 9663 Seq 084643	Mf Pay0000_122084621	98,235.00 Cr		284 pcb560
21 Jul	Magtape Credit User 9524 Seq 007398	ABSA Bank Ryp956gp	8,000.00 Cr		285 pcb560
29 Jul	Magtape Credit User 9663 Seq 147259	Mf Pay0000_122084424_insured	25,600.00 Cr		286 pcb560
30 Jul	Magtape Credit User 9541 Seq 069833	Cashfocus Hogan Lovells	5,000,000.00 Cr		287 pcb560
30 Jul	Magtape Credit User 9541 Seq 069832	Cashfocus Hogan Lovells/Siu	5,000,000.00 Cr		288 pcb560
<b>FNB Receipts/ Electronic Collections</b>					
1 Jul	Magtape Credit User 6332 Seq 000046	Clover	4,754.38 Cr		289 pcu886
1 Jul	Magtape Credit User 6443 Seq 000152	Momentum 150159922901030834	7,400.00 Cr		290 pcu579
1 Jul	Magtape Credit User 6443 Seq 001577	Momentum 160159293401030835	7,400.00 Cr		291 pcu579
1 Jul	Magtape Credit User 6443 Seq 000140	Momentum 160295211901030873	20,000.00 Cr		292 pcu579
1 Jul	Magtape Credit User 6443 Seq 001579	Momentum 160339963801030837	7,400.00 Cr		293 pcu579
2 Jul	Magtape Credit User 6443 Seq 000099	Momentum 160160213501030903	7,400.00 Cr		294 pcu579
3 Jul	Magtape Credit User 6443 Seq 000099	Momentum 160160075002030986	25,000.00 Cr		295 pcu579
3 Jul	Magtape Credit User 6443 Seq 000117	Momentum 160295244801031004	7,400.00 Cr		296 pcu579
13 Jul	Magtape Credit User 6443 Seq 000070	Momentum 160159966301031311	7,400.00 Cr		297 pcu579
15 Jul	Magtape Credit User 6443 Seq 000052	Momentum 160160075601031381	4,500.00 Cr		298 pcu579
15 Jul	Magtape Credit User 6443 Seq 000121	Momentum 160160188601031402	7,400.00 Cr		299 pcu579
15 Jul	Magtape Credit User 6443 Seq 000122	Momentum 160326130901031403	7,400.00 Cr		300 pcu579
16 Jul	Magtape Credit User 6443 Seq 000084	Momentum 160295192201031408	7,400.00 Cr		301 pcu579
17 Jul	Magtape Credit User 6443 Seq 000182	Momentum 160160182701031460	7,400.00 Cr		302 pcu579

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
17 Jul	Magtape Credit User 6443 Seq 000014	Momentum 160295220001031467	7,400.00 Cr		303 pcu579
17 Jul	Magtape Credit User 6443 Seq 000024	Momentum 160366423801031483	7,400.00 Cr		304 pcu579
20 Jul	Magtape Credit User 6443 Seq 000091	Momentum 160160123401031522	7,400.00 Cr		305 pcu579
20 Jul	Magtape Credit User 6443 Seq 000030	Momentum 160160220101031512	7,400.00 Cr		306 pcu579
20 Jul	Magtape Credit User 6443 Seq 000034	Momentum 160295208201031516	7,400.00 Cr		307 pcu579
22 Jul	Magtape Credit User 6443 Seq 000041	Momentum 160306771901031587	25,000.00 Cr		308 pcu579
23 Jul	Magtape Credit User 6443 Seq 001353	Momentum 160159289801031617	7,400.00 Cr		309 pcu579
23 Jul	Magtape Credit User 6443 Seq 001354	Momentum 160339958801031618	7,400.00 Cr		310 pcu579
27 Jul	Magtape Credit User 6443 Seq 001646	Momentum 160317393001031699	7,400.00 Cr		311 pcu579
28 Jul	Magtape Credit User G548 Seq 000001	Abelard Premiumrefund Qwpa3	183,141.00 Cr		312 pcu886
29 Jul	Magtape Credit User 6443 Seq 000030	Momentum 160159292201031784	7,400.00 Cr		313 pcu579
29 Jul	Magtape Credit User 6443 Seq 000073	Momentum 160159964301031773	25,000.00 Cr		314 pcu579
29 Jul	Magtape Credit User 6443 Seq 000101	Momentum 160159974301031789	25,000.00 Cr		315 pcu579
29 Jul	Magtape Credit User 6443 Seq 000106	Momentum 160160136401031794	7,400.00 Cr		316 pcu579
29 Jul	Magtape Credit User 6443 Seq 000103	Momentum 160160198801031791	7,400.00 Cr		317 pcu579
29 Jul	Magtape Credit User 6443 Seq 000068	Momentum 160367707201031768	7,400.00 Cr		318 pcu579
30 Jul	Magtape Credit User 6443 Seq 000112	Momentum 160160221701031801	7,400.00 Cr		319 pcu579
31 Jul	Magtape Credit User 6443 Seq 000121	Momentum 160159298601031881	7,400.00 Cr		320 pcu579
31 Jul	Magtape Credit User 6443 Seq 000105	Momentum 160295230501031860	7,400.00 Cr		321 pcu579
<b>Receipts From FNB Customers</b>					
2 Jul	FNB OB Pmt	Sunworx (Pty) Ltd	500,000.00 Cr		322 1bb560
3 Jul	FNB OB Pmt	Social Db 645326	12,640,994.64 Cr		323 1bb560
13 Jul	FNB OB Pmt	Youth Development F	132,403.02 Cr		324 1bb560
22 Jul	FNB OB Pmt	Kgwerano Financial	1,637,180.49 Cr		325 1bb560
28 Jul	FNB OB Pmt	Kgwerano Financial	11,097.96 Cr		326 1bb560
<b>Payments Through Debit Orders</b>					
1 Jul	Magtape Debit User 9663 Seq 146303	Centrafin Debit 012553:012730	163,997.44 Dr	17.50	327 pcb560
1 Jul	Magtape Debit User 9663 Seq 147189	Centrafin Debit 012553:012872	155,362.71 Dr	17.50	328 pcb560
1 Jul	Magtape Debit User 9663 Seq 142696	Centrafin Debit 012553:013250	97,355.60 Dr	17.50	329 pcb560
1 Jul	Magtape Debit User 9663 Seq 145894	Centrafin Debit 012553:013385	4,572.11 Dr	17.50	330 pcb560
1 Jul	Magtape Debit User 9663 Seq 142928	Centrafin Debit 012553:016659	70,658.80 Dr	17.50	331 pcb560
1 Jul	Magtape Debit User 9663 Seq 146940	Centrafin Debit 012553:017291	61,005.05 Dr	17.50	332 pcb560
1 Jul	Magtape Debit User 9663 Seq 147093	Centrafin Debit 012553:017538	45,320.87 Dr	17.50	333 pcb560
1 Jul	Magtape Debit User 9663 Seq 146834	Centrafin Debit 012553:018599	25,707.98 Dr	17.50	334 pcb560
1 Jul	Magtape Debit User 9663 Seq 142951	Centrafin Debit 012553:019214	199,819.50 Dr	17.50	335 pcb560
1 Jul	Magtape Debit User 7113 Seq 013826	Liblife 01jul59696918600etc	102,741.20 Dr	17.50	336 pcb560
1 Jul	Magtape Debit User 7113 Seq 044687	Liblife 01jul59821344500etc	25,809.73 Dr	17.50	337 pcb560
1 Jul	Magtape Debit User 9999 Seq 264568	M-choice 0132595851-40253569	8,543.00 Dr	17.50	338 pcb560
1 Jul	Magtape Debit User 9999 Seq 345666	M-choice 0132712304-50700150	1,885.50 Dr	17.50	339 pcb560
1 Jul	Magtape Debit User 9999 Seq 541042	M-choice 0132990888-40253569	90.00 Dr	17.50	340 pcb560
7 Jul	Magtape Debit User 9559 Seq 157548	Internetsois90108668	113,762.89 Dr	17.50	341 pcb560
10 Jul	Magtape Debit User 0136 Seq 004835	#Grapevinegrapevine 676h	802.67 Dr	17.50	342 pcb560
15 Jul	Magtape Debit User 6155 Seq 010390	ABSA Vf 00082746450	6,934.40 Dr	17.50	343 pcb560
15 Jul	Magtape Debit User 6155 Seq 008781	ABSA Vf 00084297661	5,789.92 Dr	17.50	344 pcb560
15 Jul	Magtape Debit User 6155 Seq 010318	ABSA Vf 00085051933	15,989.30 Dr	17.50	345 pcb560
15 Jul	Magtape Debit User 6155 Seq 010328	ABSA Vf 00085057630	7,307.58 Dr	17.50	346 pcb560
15 Jul	Magtape Debit User 6155 Seq 010395	ABSA Vf 00085131473	15,991.90 Dr	17.50	347 pcb560
15 Jul	Magtape Debit User 6155 Seq 010396	ABSA Vf 00085298505	9,342.00 Dr	17.50	348 pcb560
15 Jul	Magtape Debit User 6155 Seq 010394	ABSA Vf 00085341320	7,340.61 Dr	17.50	349 pcb560
15 Jul	Magtape Debit User 6155 Seq 010317	ABSA Vf 00085401918	6,004.81 Dr	17.50	350 pcb560
15 Jul	Magtape Debit User 6155 Seq 010338	ABSA Vf 00085402612	13,827.64 Dr	17.50	351 pcb560
15 Jul	Magtape Debit User 6155 Seq 010330	ABSA Vf 00085402876	9,469.54 Dr	17.50	352 pcb560
15 Jul	Magtape Debit User 6155 Seq 008782	ABSA Vf 00085621365	11,354.19 Dr	17.50	353 pcb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
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## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
15 Jul	Magtape Debit User 6155 Seq 010389	ABSA Vf 00085623821	6,045.49 Dr	17.50	354 pcb560
15 Jul	Magtape Debit User 6155 Seq 010327	ABSA Vf 00085685983	14,378.86 Dr	17.50	355 pcb560
15 Jul	Magtape Debit User 6155 Seq 010323	ABSA Vf 00085686173	14,378.86 Dr	17.50	356 pcb560
15 Jul	Magtape Debit User 6155 Seq 010339	ABSA Vf 00085785449	9,392.36 Dr	17.50	357 pcb560
15 Jul	Magtape Debit User 6155 Seq 010315	ABSA Vf 00085814074	9,210.19 Dr	17.50	358 pcb560
15 Jul	Magtape Debit User 6155 Seq 010332	ABSA Vf 00085814090	10,389.03 Dr	17.50	359 pcb560
15 Jul	Magtape Debit User 6155 Seq 010393	ABSA Vf 00085814104	9,210.19 Dr	17.50	360 pcb560
15 Jul	Magtape Debit User 6155 Seq 010325	ABSA Vf 00085861285	89,727.02 Dr	17.50	361 pcb560
15 Jul	Magtape Debit User 6155 Seq 010326	ABSA Vf 00085970017	9,197.27 Dr	17.50	362 pcb560
15 Jul	Magtape Debit User 6155 Seq 010329	ABSA Vf 00085983178	6,191.73 Dr	17.50	363 pcb560
15 Jul	Magtape Debit User 6155 Seq 010319	ABSA Vf 00085983240	6,191.73 Dr	17.50	364 pcb560
15 Jul	Magtape Debit User 6155 Seq 010392	ABSA Vf 00086176136	36,834.90 Dr	17.50	365 pcb560
15 Jul	Magtape Debit User 6155 Seq 010391	ABSA Vf 00086177345	8,145.52 Dr	17.50	366 pcb560
15 Jul	Magtape Debit User 6155 Seq 010324	ABSA Vf 00086195939	18,152.26 Dr	17.50	367 pcb560
15 Jul	Magtape Debit User 6155 Seq 010387	ABSA Vf 00086382887	14,496.98 Dr	17.50	368 pcb560
15 Jul	Magtape Debit User 6155 Seq 010331	ABSA Vf 00086559442	6,333.24 Dr	17.50	369 pcb560
15 Jul	Magtape Debit User 6155 Seq 010388	ABSA Vf 00086559795	6,333.24 Dr	17.50	370 pcb560
15 Jul	Magtape Debit User 6155 Seq 010340	ABSA Vf 00086559922	6,333.24 Dr	17.50	371 pcb560
15 Jul	Magtape Debit User 6155 Seq 010316	ABSA Vf 00086560203	9,526.35 Dr	17.50	372 pcb560
15 Jul	Magtape Debit User 6155 Seq 010397	ABSA Vf 00086877916	30,425.93 Dr	17.50	373 pcb560
15 Jul	Magtape Debit User 6155 Seq 010320	ABSA Vf 00086881530	22,398.29 Dr	17.50	374 pcb560
15 Jul	Magtape Debit User 0966 Seq 082692	Vodacom 0224697520 Nm091572	4,309.28 Dr	17.50	375 pcb560
16 Jul	Magtape Debit User 6241 Seq 004601	ABSA Tfs 031046 2706781	2,192.60 Dr	17.50	376 pcb560
25 Jul	Magtape Debit User 1090 Seq 000781	Sunlyninv D063210-01	10,191.10 Dr	17.50	377 pcb560
30 Jul	Magtape Debit User 7134 Seq 000542	Dinersclub Nr 36424136850	9,269.60 Dr	17.50	378 pcb560
31 Jul	Magtape Debit User 3941 Seq 468282	Autopage 150731 00337415	1,683.44 Dr	17.50	379 pcb560
31 Jul	Magtape Debit User 0236 Seq 003032	Custom Capbos002	21,326.50 Dr	17.50	380 pcb560
31 Jul	Magtape Debit User 0236 Seq 003035	Custom Capbos003	4,540.67 Dr	17.50	381 pcb560
31 Jul	Magtape Debit User 0236 Seq 003033	Custom Capbos004	4,538.16 Dr	17.50	382 pcb560
31 Jul	Magtape Debit User 0236 Seq 003034	Custom Capbos005	2,270.91 Dr	17.50	383 pcb560
31 Jul	Magtape Debit User 9559 Seq 433878	Is Sme Internet R7013648	1,580.00 Dr	17.50	384 pcb560
31 Jul	Magtape Debit User 9560 Seq 049251	Mtn Sp A0687093 0125940123	19,436.23 Dr	17.50	385 pcb560
31 Jul	Magtape Debit User 7144 Seq 031333	Mweb In Internet:R5445744	139.00 Dr	17.50	386 pcb560
<b>Debit Orders/ Customer Initiated Payments</b>					
1 Jul	FNB OB 000050666	Aarto - Pta	500.00 Dr		387 1bb560
1 Jul	FNB OB 000050667	Aarto - Pta	125.00 Dr		388 1bb560
1 Jul	FNB OB 000050672	Afr011/African	1,090.20 Dr		389 1bb560
1 Jul	Magtape Debit User J542 Seq 013057	Agility 001436009agilic41549	2,948.00 Dr	17.50	390 pcu886
1 Jul	FNB OB 000050675	Amb001/Ambiton	1,453.50 Dr		391 1bb560
1 Jul	FNB OB 000050676	Bes002/Besam As	2,850.00 Dr		392 1bb560
1 Jul	FNB OB 000050668	Cgm Insurance Broker	88,000.00 Dr		393 1bb560
1 Jul	FNB OB 000050677	Cha009/Chase So	8,536.32 Dr		394 1bb560
1 Jul	FNB OB 000050678	Cor008/Correcti	9,300.00 Dr		395 1bb560
1 Jul	Magtape Debit User I956 Seq 000031	Dellfs0000 1400005890	43,342.90 Dr	17.50	396 pcu886
1 Jul	FNB OB 000050679	Erf001/Erf 4887	45,985.00 Dr		397 1bb560
1 Jul	FNB OB 000050680	Fir013/Firequip	183,624.56 Dr		398 1bb560
1 Jul	FNB OB 000050663	Gra010/Grande A	11,405.90 Dr		399 1bb560
1 Jul	Technofres	H5108	313.50 Dr	17.50	400 1bb560
1 Jul	FNB OB 000050681	Jdb001/Jd Bosh	1,400.00 Dr		401 1bb560
1 Jul	FNB OB 000050682	Jen001/Jenmik E	4,560.00 Dr		402 1bb560
1 Jul	FNB OB 000050683	Jus006/Just Let	17,481.16 Dr		403 1bb560
1 Jul	FNB OB 000050684	Lam004/Lamozest	68,400.00 Dr		404 1bb560
1 Jul	FNB OB 000050685	Lex003/Lexis Ne	7,612.42 Dr		405 1bb560
1 Jul	FNB OB 000050686	Lrm001/Lrm Prop	68,400.00 Dr		406 1bb560
1 Jul	FNB OB 000050665	Ma Kgosi mere/2951775	7,400.00 Dr		407 1bb560
1 Jul	FNB OB 000050687	Mil006/Mile Inv	20,470.96 Dr		408 1bb560
1 Jul	Magtape Debit User 6061 Seq 102860	Momentum 211102850 Z45206	27,637.62 Dr	17.50	409 pcu142
1 Jul	FNB OB 000050705	Nta Ramagogodi	7,400.00 Dr		410 1bb560
1 Jul	FNB OB 000050669	Optimal Air CC	44,450.88 Dr		411 1bb560

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Date	Description	Reference	Amount	Fee	Internal use
1 Jul	FNB OB 000050688	Pam001/Pam Gold	8,061.13 Dr		412 1bb560
1 Jul	FNB OB 000050689	Pos004/POS Solu	6,384.00 Dr		413 1bb560
1 Jul	FNB OB 000050690	Pro009/Prospect	6,410.60 Dr		414 1bb560
1 Jul	FNB OB 000050691	Pvd001/P Van De	7,260.00 Dr		415 1bb560
1 Jul	FNB OB 000050692	Rab001/Rabie Pr	53,219.98 Dr		416 1bb560
1 Jul	FNB OB 000050693	Ret002/Re Tollm	19,000.00 Dr		417 1bb560
1 Jul	FNB OB 000050694	Rjv001/R J Voer	21,298.00 Dr		418 1bb560
1 Jul	FNB OB 000050695	Roa002/Road Hog	33,830.87 Dr		419 1bb560
1 Jul	FNB OB 000050696	Row001/Rowan J	15,000.00 Dr		420 1bb560
1 Jul	FNB OB 000050706	Rt Setlhodi/3399638	7,400.00 Dr		421 1bb560
1 Jul	Voxcons R2	R2637350	14,576.00 Dr	17.50	422 1bb560
1 Jul	FNB OB 000050707	Sa Thamaga/Refund	80.00 Dr		423 1bb560
1 Jul	FNB OB 000050673	Sama006/Amajuba	645.26 Dr		424 1bb560
1 Jul	FNB OB 000050674	Sama007/Amajuba	235.96 Dr		425 1bb560
1 Jul	FNB OB 000050664	Sn Ndlovu / 1599229	7,400.00 Dr		426 1bb560
1 Jul	FNB OB 000050697	Swa005/Swart Se	205.00 Dr		427 1bb560
1 Jul	FNB OB 000050698	Tal002/Tall Hor	9,300.00 Dr		428 1bb560
1 Jul	FNB OB 000050699	The040/The Spec	469.32 Dr		429 1bb560
1 Jul	Magtape Debit User 8989 Seq 112355	Tracker 001436009track5138wt	129,209.99 Dr	17.50	430 pcu886
1 Jul	FNB OB 000050700	Vol006/Voltex N	3,582.13 Dr		431 1bb560
1 Jul	FNB OB 000050670	Westonaria Traffic	100.00 Dr		432 1bb560
1 Jul	FNB OB 000050701	Whi002/Whitfiel	3,026.49 Dr		433 1bb560
1 Jul	FNB OB 000050702	Xtr002/Xtra Spa	1,440.00 Dr		434 1bb560
2 Jul	FNB OB 000050723	Aarto - Pta	310.00 Dr		435 1bb560
2 Jul	FNB OB 000050724	Aarto - Pta	125.00 Dr		436 1bb560
2 Jul	FNB OB 000050714	Bea002/Bearing	3,098.53 Dr		437 1bb560
2 Jul	FNB OB 000050727	Cgm Insurance Broker	232,426.76 Dr		438 1bb560
2 Jul	FNB OB 000050712	Claudia Kotzen	4,800.00 Dr		439 1bb560
2 Jul	FNB OB 000050715	Dir002/Dirk Wol	1,700.00 Dr		440 1bb560
2 Jul	FNB OB 000050728	Eastern Cape Motors	14,575.78 Dr		441 1bb560
2 Jul	FNB OB 000050722	Et Khamani / 2952119	20,000.00 Dr		442 1bb560
2 Jul	FNB OB 000050713	Focus Colour Digital	18,017.46 Dr		443 1bb560
2 Jul	FNB OB 000050716	Jac005/Jacob Bu	20,960.00 Dr		444 1bb560
2 Jul	FNB OB 000050717	Jfe001/J F Elec	5,745.60 Dr		445 1bb560
2 Jul	FNB OB 000050729	Mogale City - Mog010	14.69 Dr		446 1bb560
2 Jul	FNB OB 000050725	Mogale City Traffic	200.00 Dr		447 1bb560
2 Jul	FNB OB 000050730	Probiokashi (Pty)Ltd	50,160.00 Dr		448 1bb560
2 Jul	FNB OB 000050718	Red009/Red Meat	182.40 Dr		449 1bb560
2 Jul	FNB OB 000050731	Telkom - Tel015	296.45 Dr		450 1bb560
2 Jul	FNB OB 000050719	Tjr001/Tjr Cons	8,230.80 Dr		451 1bb560
2 Jul	FNB OB 000050726	Tlokwe Traffic	550.00 Dr		452 1bb560
2 Jul	FNB OB 000050720	Top004/Top Vend	84,360.00 Dr		453 1bb560
2 Jul	Magtape Debit User B104 Seq 016230	Wirulink 80333537 Sagepay	16,928.57 Dr	17.50	454 pcu923
2 Jul	FNB OB 000050721	Zim001/Ziman Fo	283.81 Dr		455 1bb560
3 Jul	FNB OB 000050737	Adv007/Advanced	5,322.66 Dr		456 1bb560
3 Jul	FNB OB 000050738	Aza001/Aza S Au	1,477.44 Dr		457 1bb560
3 Jul	FNB OB 000050736	Bee Foods / 1st Pmt	500,000.00 Dr		458 1bb560
3 Jul	FNB OB 000050739	Dip001/Dip N Di	2,450.00 Dr		459 1bb560
3 Jul	FNB OB 000050740	Fri003/Fridge V	2,085.10 Dr		460 1bb560
3 Jul	FNB OB 000050774	Funeral Benefit Km M	7,400.00 Dr		461 1bb560
3 Jul	FNB OB 000050741	Krp001/K Print	1,731.66 Dr		462 1bb560
3 Jul	FNB OB 000050769	Land Rover Waterford	51,799.64 Dr		463 1bb560
3 Jul	FNB OB 000050735	Ms Maake / 0801003	25,000.00 Dr		464 1bb560
3 Jul	FNB OB 000050748	Nta Ramagogodi	7,400.00 Dr		465 1bb560

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669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

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3 Jul	FNB OB 000050742	Opt002/Optimal	4,232.14 Dr		466 1bb560
3 Jul	FNB OB 000050743	Pie001/Piet Ven	438.90 Dr		467 1bb560
3 Jul	FNB OB 000050745	Telkom - Tel010	3,685.85 Dr		468 1bb560
3 Jul	FNB OB 000050746	Telkom - Tel012	9,285.85 Dr		469 1bb560
3 Jul	FNB OB 000050747	Telkom - Tel016	1,633.80 Dr		470 1bb560
3 Jul	FNB OB 000050768	Ukw001/Ukwanda	23,712.00 Dr		471 1bb560
3 Jul	FNB OB 000050744	Wel005/Weloveit	2,462.40 Dr		472 1bb560
6 Jul	FNB OB 000050782	Brightspax Graphic	399.00 Dr		473 1bb560
6 Jul	FNB OB 000050778	Dec004/Decision	38,831.25 Dr		474 1bb560
6 Jul	FNB OB 000050785	Ej Swart	13,000.00 Dr		475 1bb560
6 Jul	FNB OB 000050779	Hta001/H T A	85,260.60 Dr		476 1bb560
6 Jul	FNB OB 000050780	Llu001/Llumar	12,840.80 Dr		477 1bb560
6 Jul	FNB OB 000050788	Mar028/Maranath	15,000.00 Dr		478 1bb560
6 Jul	FNB OB 000050781	Roo001/Rooi Kat	5,574.60 Dr		479 1bb560
6 Jul	FNB OB 000050783	Telkom - Tel013	3,665.95 Dr		480 1bb560
6 Jul	FNB OB 000050784	WesBank First Auto	1,001,948.31 Dr		481 1bb560
6 Jul	FNB OB 000050786	Wj Viljoen	1,200.00 Dr		482 1bb560
6 Jul	FNB OB 000050777	4cen004/Centrac	5,257.68 Dr		483 1bb560
7 Jul	FNB OB 000050821	Aarto Pta	500.00 Dr		484 1bb560
7 Jul	FNB OB 000050820	Aarto Pta	250.00 Dr		485 1bb560
7 Jul	Magtape Debit User G548 Seq 000031	Abelard 14100144 Ql8lj	149,625.00 Dr	17.50	486 pcu886
7 Jul	FNB OB 000050813	Bev002/Bevco Te	52,593.78 Dr		487 1bb560
7 Jul	FNB OB 000050803	Cbu001/C B Und	24,320.00 Dr		488 1bb560
7 Jul	FNB OB 000050814	Coi001/Profit R	10,576.00 Dr		489 1bb560
7 Jul	FNB OB 000050824	Em Atholang/Refund	393.90 Dr		490 1bb560
7 Jul	FNB OB 000050804	Evo002/Evolve A	73,336.20 Dr		491 1bb560
7 Jul	FNB OB 000050815	Inh001/Inhouse	12,414.60 Dr		492 1bb560
7 Jul	FNB OB 000050816	Pro048/Professi	148.20 Dr		493 1bb560
7 Jul	FNB OB 000050805	Psira	10,463.34 Dr		494 1bb560
7 Jul	FNB OB 000050817	Qil001/Qi Logis	3,404.02 Dr		495 1bb560
7 Jul	FNB OB 000050818	Sca003/Scaletec	4,776.60 Dr		496 1bb560
7 Jul	FNB OB 000050819	Sir002/Sir Juic	4,835.21 Dr		497 1bb560
7 Jul	FNB OB 000050822	Telkom - Tel005	335.10 Dr		498 1bb560
8 Jul	FNB OB 000050827	Emp006/Employee	500.00 Dr		499 1bb560
8 Jul	FNB OB 000050825	Mak003/Makro St	89,234.30 Dr		500 1bb560
8 Jul	FNB OB 000050826	Ref003/Refined	148,740.96 Dr		501 1bb560
9 Jul	FNB OB 000050839	Afr012/Africa S	24,297.30 Dr		502 1bb560
9 Jul	FNB OB 000050840	Alu002/Aluminiu	18,259.38 Dr		503 1bb560
9 Jul	FNB OB 000050841	Asp001/Aspivia	3,385.80 Dr		504 1bb560
9 Jul	FNB OB 000050842	Bli004/Blind St	12,543.42 Dr		505 1bb560
9 Jul	FNB OB 000050843	Com011/Compact	43,684.80 Dr		506 1bb560
9 Jul	FNB OB 000050844	Dat004/Datafox	9,718.50 Dr		507 1bb560
9 Jul	FNB OB 000050837	Dr Sa Bhana&partners	1,300.00 Dr		508 1bb560
9 Jul	FNB OB 000050845	Ech006/Echo Can	58,048.80 Dr		509 1bb560
9 Jul	FNB OB 000050846	Fjl001/Fjl Well	6,000.00 Dr		510 1bb560
9 Jul	FNB OB 000050847	Jor003/Jorco Co	56,492.70 Dr		511 1bb560
9 Jul	FNB OB 000050848	Kat001/Kathea C	1,596.00 Dr		512 1bb560
9 Jul	FNB OB 000050849	Krp001/K Print	1,681.50 Dr		513 1bb560
9 Jul	FNB OB 000050850	Lan005/Language	13,452.00 Dr		514 1bb560
9 Jul	FNB OB 000050851	Mes002/Mesh Tel	2,710.59 Dr		515 1bb560
9 Jul	FNB OB 000050852	Met014/Metersq	463,627.63 Dr		516 1bb560
9 Jul	FNB OB 000050853	Mpa002/Mpanda E	71,657.55 Dr		517 1bb560
9 Jul	FNB OB 000050854	Mtn004/Mtn N002	11,240.69 Dr		518 1bb560
9 Jul	FNB OB 000050855	Nyx001/Nyxtex D	6,080.00 Dr		519 1bb560
9 Jul	FNB OB 000050838	Tajemo Enterprises	24,975.00 Dr		520 1bb560
9 Jul	FNB OB 000050856	Tot005/Totalgaz	155,989.27 Dr		521 1bb560
9 Jul	FNB OB 000050857	Van009/Van Zyl	6,800.00 Dr		522 1bb560
10 Jul	FNB OB 000050871	Cafe Mozart CC	2,405.40 Dr		523 1bb560
10 Jul	FNB OB 000050876	Container Leasing Af	159,765.30 Dr		524 1bb560

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669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
10 Jul	FNB OB 000050863	Fri003/Fridge V	1,037.50 Dr		525 1bb560
10 Jul	FNB OB 000050861	Mbombela Stadium Man	3,900.00 Dr		526 1bb560
10 Jul	FNB OB 000050865	Sabs	14,992.71 Dr		527 1bb560
10 Jul	FNB OB 000050866	Stainless Steel Desi	487,874.40 Dr		528 1bb560
10 Jul	FNB OB 000050877	Unicollege	1,165.00 Dr		529 1bb560
10 Jul	FNB OB 000050864	Ver001/Mtn Busi	513.00 Dr		530 1bb560
10 Jul	FNB OB 000050878	Worlds Finest Watche	258,000.00 Dr		531 1bb560
11 Jul	Magtape Debit User I956 Seq 000001	Rentworks 1400021698	341,289.53 Dr	17.50	532 pcu886
13 Jul	FNB OB 000050882	Bee Foods / 2nd Pmt	500,000.00 Dr		533 1bb560
13 Jul	FNB OB 000050883	J Van Zyl	399.75 Dr		534 1bb560
13 Jul	FNB OB 000050884	South Ridge Properti	419,553.43 Dr		535 1bb560
13 Jul	FNB OB 000050885	Vodacom - Vod002	2,153.89 Dr		536 1bb560
13 Jul	Sereti O A	90300100125	568.86 Dr	17.50	537 1bb560
14 Jul	FNB OB 000050896	Abn001/Abner EI	1,811.58 Dr		538 1bb560
14 Jul	FNB OB 000050897	Axi001/Axiom Hy	433.20 Dr		539 1bb560
14 Jul	FNB OB 000050898	Bos006/Boston L	1,473.24 Dr		540 1bb560
14 Jul	FNB OB 000050899	Bud002/Budget S	330.03 Dr		541 1bb560
14 Jul	FNB OB 000050900	Cit012/City Pai	353.83 Dr		542 1bb560
14 Jul	FNB OB 000050901	Clu001/Clutch &	1,513.92 Dr		543 1bb560
14 Jul	FNB OB 000050902	Cor005/Corpnet	1,555.53 Dr		544 1bb560
14 Jul	FNB OB 000050903	Dar001/D Arcy-h	189,936.30 Dr		545 1bb560
14 Jul	FNB OB 000050904	Deb002/De Bruyn	4,263.60 Dr		546 1bb560
14 Jul	FNB OB 000050905	Drv001/Dr V P G	18,200.00 Dr		547 1bb560
14 Jul	FNB OB 000050906	Far001/Farmquip	915.00 Dr		548 1bb560
14 Jul	FNB OB 000050907	Fen001/Fentons	865.83 Dr		549 1bb560
14 Jul	FNB OB 000050908	Ibu001/Iburst (	396.00 Dr		550 1bb560
14 Jul	FNB OB 000050909	Ico002/Icon Bus	2,451.00 Dr		551 1bb560
14 Jul	FNB OB 000050921	J Doinet / Refund	4,979.00 Dr		552 1bb560
14 Jul	FNB OB 000050893	J Doinet / Refund	598.95 Dr		553 1bb560
14 Jul	FNB OB 000050894	Kj Mampe / Refund	549.48 Dr		554 1bb560
14 Jul	FNB OB 000050895	M Bruckner / Refund	218.36 Dr		555 1bb560
14 Jul	FNB OB 000050910	Mar006/Mars Equ	1,596.00 Dr		556 1bb560
14 Jul	FNB OB 000050911	Plu001/Plumblin	73.99 Dr		557 1bb560
14 Jul	FNB OB 000050912	Spr002/Springbo	444.04 Dr		558 1bb560
14 Jul	FNB OB 000050913	Tar004/Tarltan	433.48 Dr		559 1bb560
14 Jul	FNB OB 000050914	Tec008/Tech Dir	2,005.00 Dr		560 1bb560
14 Jul	FNB OB 000050915	Tek003/Thekwini	1,908.74 Dr		561 1bb560
14 Jul	FNB OB 000050916	The040/The Spec	469.62 Dr		562 1bb560
14 Jul	FNB OB 000050917	Vry002/Vrystaat	789.28 Dr		563 1bb560
14 Jul	FNB OB 000050918	Vry003/Vrystaat	1,388.52 Dr		564 1bb560
14 Jul	FNB OB 000050919	Vul001/Vulcan C	1,641.10 Dr		565 1bb560
14 Jul	FNB OB 000050920	Vul004/Vulcan C	1,938.00 Dr		566 1bb560
15 Jul	FNB OB 000050931	Bla001/Blakes T	870,664.23 Dr		567 1bb560
15 Jul	FNB OB 000050932	C&g001/C&g Engi	1,069,244.22 Dr		568 1bb560
15 Jul	FNB OB 000050929	City Of Johannesburg	1,117.00 Dr		569 1bb560
15 Jul	FNB OB 000050933	Gol006/Golden P	133,040.05 Dr		570 1bb560
15 Jul	FNB OB 000050950	Ht Bilankuklu-160188	7,400.00 Dr		571 1bb560
15 Jul	FNB OB 000050951	Ht Bilankuku 3261309	7,400.00 Dr		572 1bb560
15 Jul	FNB OB 000050934	Lab003/Labuscha	146,273.41 Dr		573 1bb560
15 Jul	FNB OB 000050928	Me Hlatshwayo/159966	7,400.00 Dr		574 1bb560
15 Jul	FNB OB 000050935	Moo003/Moorddri	34,062.32 Dr		575 1bb560
15 Jul	FNB OB 000050953	My prepaid Airtime	5,000.00 Dr		576 1bb560
15 Jul	FNB OB 000050936	Pos007/Postnet	598.00 Dr		577 1bb560
15 Jul	FNB OB 000050927	Se Mamabolo/1600756	4,500.00 Dr		578 1bb560

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Date	Description	Reference	Amount	Fee	Internal use
15 Jul	FNB OB 000050937	Siz004/Sizansi	33,732.90 Dr		579 1bb560
15 Jul	FNB OB 000050938	Sug001/Sugar On	91,516.62 Dr		580 1bb560
15 Jul	FNB OB 000050939	Tir001/Tiry Uni	16,017.85 Dr		581 1bb560
15 Jul	FNB OB 000050949	Unisa 56066422	3,350.00 Dr		582 1bb560
15 Jul	FNB OB 000050940	Uni009/Union Ti	210.60 Dr		583 1bb560
15 Jul	FNB OB 000050930	Vodacom - Vod001	24,518.68 Dr		584 1bb560
15 Jul	FNB OB 000050941	Wal009/Waltons	61.23 Dr		585 1bb560
15 Jul	FNB OB 000050942	Yel002/Yellow S	5,440.00 Dr		586 1bb560
15 Jul	FNB OB 000050943	Zim001/Ziman Fo	152,386.28 Dr		587 1bb560
16 Jul	FNB OB 000050958	Arg001/Argent S	2,941.20 Dr		588 1bb560
16 Jul	FNB OB 000050959	Bea002/Bearing	3,769.95 Dr		589 1bb560
16 Jul	FNB OB 000050960	Bea003/Bearing	2,185.38 Dr		590 1bb560
16 Jul	FNB OB 000050961	Bel006/Bellco E	7,823.93 Dr		591 1bb560
16 Jul	FNB OB 000050962	Bid250/Bidvest	5,531.96 Dr		592 1bb560
16 Jul	FNB OB 000050963	Bus005/Business	13,723.68 Dr		593 1bb560
16 Jul	FNB OB 000050964	Cap001/Capriche	12,540.05 Dr		594 1bb560
16 Jul	FNB OB 000050965	Cas004/Caslad A	18,135.12 Dr		595 1bb560
16 Jul	FNB OB 000050966	Clo002/Clover S	14,364.00 Dr		596 1bb560
16 Jul	FNB OB 000050967	Clo120/Clover C	23,090.30 Dr		597 1bb560
16 Jul	FNB OB 000050968	Clo150/Clover C	35,979.26 Dr		598 1bb560
16 Jul	FNB OB 000050969	Con002/Containe	15,761.64 Dr		599 1bb560
16 Jul	FNB OB 000050970	Die001/Die Bek	19,508.00 Dr		600 1bb560
16 Jul	FNB OB 000050971	Equ003/Equaltra	560,960.85 Dr		601 1bb560
16 Jul	FNB OB 000051005	Fai001/Fairfiel	145,940.60 Dr		602 1bb560
16 Jul	FNB OB 000051004	Gol008/Goldensp	6,500.00 Dr		603 1bb560
16 Jul	FNB OB 000050972	Gpl001/Gp Lawnm	9,122.00 Dr		604 1bb560
16 Jul	FNB OB 000050973	Gra001/Granlor	2,160.30 Dr		605 1bb560
16 Jul	FNB OB 000050974	Has002/Haslop &	3,916.87 Dr		606 1bb560
16 Jul	FNB OB 000051002	Ht Bilankulu 2951922	7,400.00 Dr		607 1bb560
16 Jul	FNB OB 000050975	Kat001/Kathea C	1,596.00 Dr		608 1bb560
16 Jul	FNB OB 000050976	Kwa006/Kwazulu-	12,386.10 Dr		609 1bb560
16 Jul	FNB OB 000050977	Lea004/Leaders	13,862.40 Dr		610 1bb560
16 Jul	FNB OB 000050978	Mar001/Market T	26,405.79 Dr		611 1bb560
16 Jul	FNB OB 000050979	Nil001/Nilfisk	2,069.42 Dr		612 1bb560
16 Jul	FNB OB 000050980	Onl001/Online I	23,116.80 Dr		613 1bb560
16 Jul	FNB OB 000050981	Pet004/Petrow F	3,803.04 Dr		614 1bb560
16 Jul	FNB OB 000050982	Pip001/Pipe Sup	3,853.00 Dr		615 1bb560
16 Jul	FNB OB 000050983	Pla011/Plastic	9,148.22 Dr		616 1bb560
16 Jul	FNB OB 000050984	Pon003/Ponta Do	15,169.00 Dr		617 1bb560
16 Jul	FNB OB 000050985	Pop001/Pops Sak	10,500.00 Dr		618 1bb560
16 Jul	FNB OB 000050986	Qpr001/Qpro Int	20,510.41 Dr		619 1bb560
16 Jul	FNB OB 000050987	Ran004/Rtc -bui	4,851.90 Dr		620 1bb560
16 Jul	FNB OB 000050988	Ran006/Randfont	8,735.50 Dr		621 1bb560
16 Jul	FNB OB 000051003	Reimburse Cellphones	11,697.80 Dr		622 1bb560
16 Jul	FNB OB 000050989	Rub001/Rubicon	12,279.10 Dr		623 1bb560
16 Jul	FNB OB 000050990	San001/Santile	3,984.79 Dr		624 1bb560
16 Jul	FNB OB 000050991	Shu001/Shutterl	3,391.40 Dr		625 1bb560
16 Jul	FNB OB 000050992	Sta001/Stainles	15,266.88 Dr		626 1bb560
16 Jul	FNB OB 000050993	Ste021/Stewarts	11,240.47 Dr		627 1bb560
16 Jul	FNB OB 000050994	Swi002/Swift Si	4,591.35 Dr		628 1bb560
16 Jul	FNB OB 000050995	Tar002/Tarlton	4,355.51 Dr		629 1bb560
16 Jul	FNB OB 000050996	The071/The Purp	8,180.08 Dr		630 1bb560
16 Jul	FNB OB 000050997	Uni006/Unitrans	26,777.88 Dr		631 1bb560
16 Jul	FNB OB 000050998	Wal012/Waltons	15,736.90 Dr		632 1bb560
16 Jul	FNB OB 000050999	Was003/Wasteman	15,619.14 Dr		633 1bb560
16 Jul	FNB OB 000051000	Wes004/Western	2,990.50 Dr		634 1bb560
16 Jul	FNB OB 000051001	Wes023/West Ran	2,000.70 Dr		635 1bb560
17 Jul	FNB OB 000051026	Aarto - Pta	810.00 Dr		636 1bb560
17 Jul	FNB OB 000051029	Aarto - Pta	810.00 Dr		637 1bb560

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Date	Description	Reference	Amount	Fee	Internal use
17 Jul	FNB OB 000051028	Aarto - Pta	500.00 Dr		638 1bb560
17 Jul	FNB OB 000051027	Aarto - Pta	375.00 Dr		639 1bb560
17 Jul	FNB OB 000051032	Aarto - Pta	375.00 Dr		640 1bb560
17 Jul	FNB OB 000051030	Aarto - Pta	310.00 Dr		641 1bb560
17 Jul	FNB OB 000051033	Aarto - Pta	250.00 Dr		642 1bb560
17 Jul	FNB OB 000051034	Aarto - Pta	250.00 Dr		643 1bb560
17 Jul	FNB OB 000051031	Aarto - Pta	125.00 Dr		644 1bb560
17 Jul	FNB OB 000051011	Bre003/Breezewo	649,800.00 Dr		645 1bb560
17 Jul	FNB OB 000051012	Chr005/Christo	19,095.00 Dr		646 1bb560
17 Jul	FNB OB 000051013	Con017/Connoiss	5,912.57 Dr		647 1bb560
17 Jul	FNB OB 000051014	Ema002/Emadlang	77.62 Dr		648 1bb560
17 Jul	FNB OB 000051023	Equaltrade 4(Pty)Ltd	278,044.27 Dr		649 1bb560
17 Jul	FNB OB 000051024	Industrial Nameplate	7,202.52 Dr		650 1bb560
17 Jul	FNB OB 000051015	Jac005/Jacob Bu	21,060.00 Dr		651 1bb560
17 Jul	FNB OB 000051036	Mm Mokoto / 3664238	7,400.00 Dr		652 1bb560
17 Jul	FNB OB 000051016	Mpa002/Mpanda E	37,221.00 Dr		653 1bb560
17 Jul	FNB OB 000051017	New019/New Sout	143,754.00 Dr		654 1bb560
17 Jul	FNB OB 000051018	Opt002/Optimal	90,306.24 Dr		655 1bb560
17 Jul	FNB OB 000051037	Rd Matlhoko/1601827	7,400.00 Dr		656 1bb560
17 Jul	FNB OB 000051019	San006/Sanral -	173.08 Dr		657 1bb560
17 Jul	FNB OB 000051020	San008/Sanraj C	7,803.30 Dr		658 1bb560
17 Jul	FNB OB 000051025	Telkom - Tel018	7,433.85 Dr		659 1bb560
17 Jul	FNB OB 000051021	The072/Theatrel	9,604.50 Dr		660 1bb560
17 Jul	FNB OB 000051038	V Ngcobo / 2952200	7,400.00 Dr		661 1bb560
17 Jul	FNB OB 000051022	Wes007/West Was	26,862.00 Dr		662 1bb560
20 Jul	FNB OB 000051046	And001/Andre S	23,075.04 Dr		663 1bb560
20 Jul	FNB OB 000051047	Bre003/Breezewo	36,240.60 Dr		664 1bb560
20 Jul	FNB OB 000051048	Cam001/Campanel	23,940.00 Dr		665 1bb560
20 Jul	FNB OB 000051049	Cro002/Crown Na	5,823.57 Dr		666 1bb560
20 Jul	FNB OB 000051050	Cro008/Crown Na	855.99 Dr		667 1bb560
20 Jul	FNB OB 000051051	Dat001/Datacent	25,251.40 Dr		668 1bb560
20 Jul	FNB OB 000051052	Del013/Deloitte	37,050.00 Dr		669 1bb560
20 Jul	FNB OB 000051053	Deo001/Deons Ke	3,272.50 Dr		670 1bb560
20 Jul	FNB OB 000051054	Eqa001/E. Q. Age	2,886.48 Dr		671 1bb560
20 Jul	FNB OB 000051055	Fla002/Flash Pl	4,506.00 Dr		672 1bb560
20 Jul	FNB OB 000051056	Gen002/General	31,839.74 Dr		673 1bb560
20 Jul	FNB OB 000051057	Gla010/Glasswor	15,600.90 Dr		674 1bb560
20 Jul	FNB OB 000051058	Gla011/Glass Pa	18,078.94 Dr		675 1bb560
20 Jul	FNB OB 000051059	Glo001/Global E	7,780.50 Dr		676 1bb560
20 Jul	FNB OB 000051060	Hal002/Halfway	11,209.37 Dr		677 1bb560
20 Jul	FNB OB 000051061	Hta001/H T A	27,411.30 Dr		678 1bb560
20 Jul	FNB OB 000051062	Jfe001/J F Elec	17,571.39 Dr		679 1bb560
20 Jul	FNB OB 000051043	Jr Van Zyl / Refund	699.00 Dr		680 1bb560
20 Jul	FNB OB 000051063	Muk002/Mukhari	1,870.00 Dr		681 1bb560
20 Jul	FNB OB 000051064	Onl002/Only The	21,649.72 Dr		682 1bb560
20 Jul	FNB OB 000051065	Pai001/Castor &	3,214.80 Dr		683 1bb560
20 Jul	FNB OB 000051066	Ple002/Plestech	262.20 Dr		684 1bb560
20 Jul	FNB OB 000051044	Stella Shipping(Pty)	39,900.00 Dr		685 1bb560
20 Jul	FNB OB 000051067	Ste005/Steel Pi	12,422.00 Dr		686 1bb560
20 Jul	FNB OB 000051068	The004/The Spec	30,112.60 Dr		687 1bb560
20 Jul	FNB OB 000051069	Wal015/Waltons	8,214.04 Dr		688 1bb560
20 Jul	FNB OB 000051070	Zim001/Ziman Fo	9,924.49 Dr		689 1bb560
21 Jul	FNB OB 000051103	Bee Foods / 3rd Pmt	300,000.00 Dr		690 1bb560
21 Jul	FNB OB 000051085	Byt002/Bytes Do	40,034.11 Dr		691 1bb560

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669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

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Date	Description	Reference	Amount	Fee	Internal use
21 Jul	FNB OB 000051104	Chipkins JHB	47,887.79 Dr		692 1bb560
21 Jul	FNB OB 000051111	Den001/Denise B	9,120.00 Dr		693 1bb560
21 Jul	FNB OB 000051106	Et Motsoeneng/Refund	273.53 Dr		694 1bb560
21 Jul	FNB OB 000051105	Gas & Air Technical	39,181.47 Dr		695 1bb560
21 Jul	FNB OB 000051108	Jg Geduld / 1601234	7,400.00 Dr		696 1bb560
21 Jul	FNB OB 000051110	Jg Geduld / 1602201	7,400.00 Dr		697 1bb560
21 Jul	FNB OB 000051086	Jor002/Jordan &	30,148.06 Dr		698 1bb560
21 Jul	FNB OB 000051087	Ken006/Kenmare	5,090.97 Dr		699 1bb560
21 Jul	FNB OB 000051088	Klm001/Klm Dist	85,822.44 Dr		700 1bb560
21 Jul	FNB OB 000051089	Klm002/Klm Seta	18,030.24 Dr		701 1bb560
21 Jul	FNB OB 000051090	Lom001/Lombard	26,501.75 Dr		702 1bb560
21 Jul	FNB OB 000051091	Mai004/Maizey P	10,329.24 Dr		703 1bb560
21 Jul	FNB OB 000051092	Mar006/Mars Equ	2,667.60 Dr		704 1bb560
21 Jul	FNB OB 000051093	Met002/Metracla	22,130.99 Dr		705 1bb560
21 Jul	FNB OB 000051109	Mf Machacha/2952082	7,400.00 Dr		706 1bb560
21 Jul	FNB OB 000051084	Nsabi002/Amalga	38,412.09 Dr		707 1bb560
21 Jul	FNB OB 000051094	Opt002/Optimal	132,445.20 Dr		708 1bb560
21 Jul	FNB OB 000051095	Pla007/Kansai P	49,669.47 Dr		709 1bb560
21 Jul	FNB OB 000051096	Spr150/Sprint P	15,788.64 Dr		710 1bb560
21 Jul	FNB OB 000051097	Spr170/Sprint P	11,471.14 Dr		711 1bb560
21 Jul	FNB OB 000051098	Ste019/Steiner	21,417.52 Dr		712 1bb560
21 Jul	FNB OB 000051099	Tas001/Tastic R	48,406.05 Dr		713 1bb560
21 Jul	FNB OB 000051100	Ukw001/Ukwanda	29,241.00 Dr		714 1bb560
21 Jul	FNB OB 000051101	Var001/Varispee	12,146.70 Dr		715 1bb560
21 Jul	FNB OB 000051107	Vp Nkabinde/Refund	509.74 Dr		716 1bb560
21 Jul	FNB OB 000051102	Wal005/Waltons	35,380.64 Dr		717 1bb560
22 Jul	FNB OB 000051139	Aarto Pta	250.00 Dr		718 1bb560
22 Jul	FNB OB 000051122	Aza001/Aza S Au	2,526.00 Dr		719 1bb560
22 Jul	FNB OB 000051123	Bol002/Bolt & N	5,184.85 Dr		720 1bb560
22 Jul	FNB OB 000051124	Doc002/Docutrac	11,164.25 Dr		721 1bb560
22 Jul	FNB OB 000051125	Ecs001/Ecs Deep	2,200.00 Dr		722 1bb560
22 Jul	FNB OB 000051126	Har004/Harry S	7,854.60 Dr		723 1bb560
22 Jul	FNB OB 000051127	Kin001/King Foo	126,147.95 Dr		724 1bb560
22 Jul	FNB OB 000051128	Lif005/Lifestyl	1,800.00 Dr		725 1bb560
22 Jul	FNB OB 000051129	Met014/Metersq	19,521.75 Dr		726 1bb560
22 Jul	FNB OB 000051141	Mogale City Traffic	500.00 Dr		727 1bb560
22 Jul	FNB OB 000051140	Mogale City Traffic	400.00 Dr		728 1bb560
22 Jul	FNB OB 000051142	Mogale City Traffic	400.00 Dr		729 1bb560
22 Jul	FNB OB 000051130	Nut003/Nutman C	100,317.49 Dr		730 1bb560
22 Jul	FNB OB 000051143	P Nyembe / 1205316	25,000.00 Dr		731 1bb560
22 Jul	FNB OB 000051131	Ple002/Plestech	52.44 Dr		732 1bb560
22 Jul	FNB OB 000051132	Plu003/Plumbera	290.70 Dr		733 1bb560
22 Jul	FNB OB 000051133	Rjv001/R J Voer	16,680.00 Dr		734 1bb560
22 Jul	FNB OB 000051134	Sof001/Sage Vip	12,369.00 Dr		735 1bb560
22 Jul	FNB OB 000051135	Tig001/Tiger Mi	1,063,078.76 Dr		736 1bb560
22 Jul	FNB OB 000051136	Tig002/Tiger Fo	68,803.13 Dr		737 1bb560
22 Jul	FNB OB 000051137	Wal011/Waltons	3,702.55 Dr		738 1bb560
22 Jul	FNB OB 000051138	Web001/Website	12,881.99 Dr		739 1bb560
23 Jul	FNB OB 000051166	Aarto - Pta	1,250.00 Dr		740 1bb560
23 Jul	FNB OB 000051167	Aarto - Pta	250.00 Dr		741 1bb560
23 Jul	FNB OB 000051168	Aarto - Pta	250.00 Dr		742 1bb560
23 Jul	FNB OB 000051165	Aarto - Pta	125.00 Dr		743 1bb560
23 Jul	FNB OB 000051171	Abe003/Abe Cons	23,527.32 Dr		744 1bb560
23 Jul	FNB OB 000051172	Ape002/Apex Com	1,559.52 Dr		745 1bb560
23 Jul	FNB OB 000051173	Aqu011/Aqua Eco	12,312.00 Dr		746 1bb560
23 Jul	FNB OB 000051157	Camera Tek (Pty) Ltd	2,062.45 Dr		747 1bb560
23 Jul	FNB OB 000051174	Cor008/Correcti	9,000.00 Dr		748 1bb560
23 Jul	FNB OB 000051175	Dig006/Digital	7,843.20 Dr		749 1bb560
23 Jul	FNB OB 000051183	Dr Sa Bhana & Partne	807.02 Dr		750 1bb560

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669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

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Date	Description	Reference	Amount	Fee	Internal use
23 Jul	FNB OB 000051176	Esk002/Eskom Ho	84,143.65 Dr		751 1bb560
23 Jul	FNB OB 000051158	Fsp Business	1,476.30 Dr		752 1bb560
23 Jul	FNB OB 000051177	Jgr001/J Gross	21,414.68 Dr		753 1bb560
23 Jul	FNB OB 000051159	Khoisan Trading Comp	2,469.02 Dr		754 1bb560
23 Jul	FNB OB 000051178	Kor001/Koreserv	6,759.06 Dr		755 1bb560
23 Jul	FNB OB 000051185	L Mgogodlo/1592898	7,400.00 Dr		756 1bb560
23 Jul	FNB OB 000051179	Lum003/Lumber C	826.83 Dr		757 1bb560
23 Jul	FNB OB 000051180	Mai001/Main Ree	17,496.30 Dr		758 1bb560
23 Jul	FNB OB 000051169	Mogale City Traffic	300.00 Dr		759 1bb560
23 Jul	FNB OB 000051170	Mogale City Traffic	200.00 Dr		760 1bb560
23 Jul	FNB OB 000051164	NI Mbuqwa / 3399588	7,400.00 Dr		761 1bb560
23 Jul	FNB OB 000051160	Sgs Sa (Pty) Ltd	7,182.00 Dr		762 1bb560
23 Jul	FNB OB 000051184	South Ridge Properti	164,831.46 Dr		763 1bb560
23 Jul	FNB OB 000051181	Tar003/Tar Proj	8,755.20 Dr		764 1bb560
23 Jul	FNB OB 000051161	Telkom - Tel005	349.25 Dr		765 1bb560
23 Jul	FNB OB 000051162	Telkom - Tel006	5,569.80 Dr		766 1bb560
23 Jul	FNB OB 000051163	The Food Design Agen	51,863.16 Dr		767 1bb560
24 Jul	FNB OB 000051196	Aarto - Pta	125.00 Dr		768 1bb560
24 Jul	FNB OB 000051197	Aarto - Pta	125.00 Dr		769 1bb560
24 Jul	FNB OB 000051203	Bes002/Besam As	30,204.30 Dr		770 1bb560
24 Jul	FNB OB 000051204	Bid150/Bidvest	612,453.90 Dr		771 1bb560
24 Jul	FNB OB 000051205	Bid160/Bidvest	141,070.15 Dr		772 1bb560
24 Jul	FNB OB 000051206	Cec170/Chipkins	194,032.50 Dr		773 1bb560
24 Jul	FNB OB 000051207	Che003/Chemical	376,630.71 Dr		774 1bb560
24 Jul	FNB OB 000051202	Chipkins JHB	509,553.74 Dr		775 1bb560
24 Jul	FNB OB 000051208	Cor007/Corporat	170,318.58 Dr		776 1bb560
24 Jul	FNB OB 000051209	Del006/De La Re	28,418.00 Dr		777 1bb560
24 Jul	FNB OB 000051210	Eer001/Eersteru	48,375.90 Dr		778 1bb560
24 Jul	FNB OB 000051211	Foo002/Foodcorp	267,497.23 Dr		779 1bb560
24 Jul	FNB OB 000051212	Ico002/Icon Bus	212,808.36 Dr		780 1bb560
24 Jul	FNB OB 000051213	Ken001/Kendon M	567.15 Dr		781 1bb560
24 Jul	FNB OB 000051214	Lat002/Latitude	8,166.20 Dr		782 1bb560
24 Jul	FNB OB 000051198	Mogale City Traffic	300.00 Dr		783 1bb560
24 Jul	FNB OB 000051199	Mogale City Traffic	200.00 Dr		784 1bb560
24 Jul	FNB OB 000051215	Mon002/Monument	1,450.00 Dr		785 1bb560
24 Jul	FNB OB 000051216	Mos001/Moses Fr	1,701,986.58 Dr		786 1bb560
24 Jul	FNB OB 000051217	Qil001/Qi Logis	9,418.47 Dr		787 1bb560
24 Jul	FNB OB 000051221	Sail Rights Commerci	99,607.50 Dr		788 1bb560
24 Jul	FNB OB 000051218	Sun008/Sunbake	1,880,695.94 Dr		789 1bb560
24 Jul	FNB OB 000051219	Tig004/Tiger Wh	65,981.19 Dr		790 1bb560
24 Jul	FNB OB 000051200	Tlokwe Traffic	1,000.00 Dr		791 1bb560
24 Jul	FNB OB 000051201	Ventersdorp Traffic	1,500.00 Dr		792 1bb560
27 Jul	FNB OB 000051227	Aarto - Pta	125.00 Dr		793 1bb560
27 Jul	FNB OB 000051244	All003/Allied C	19,709.46 Dr		794 1bb560
27 Jul	FNB OB 000051245	Ara001/Aranda T	43,143.71 Dr		795 1bb560
27 Jul	FNB OB 000051274	Consillium Bus150701	2,881,080.28 Dr		796 1bb560
27 Jul	FNB OB 000051275	Consillium Bus150702	276,964.43 Dr		797 1bb560
27 Jul	FNB OB 000051246	Cos002/Cosmos D	15,978.00 Dr		798 1bb560
27 Jul	FNB OB 000051247	Eas005/East Ran	17,048.70 Dr		799 1bb560
27 Jul	FNB OB 000051248	Fal002/Falcon S	12,106.80 Dr		800 1bb560
27 Jul	FNB OB 000051249	Fir006/Fire Sec	4,240.80 Dr		801 1bb560
27 Jul	FNB OB 000051250	Fir016/First Ra	32,000.00 Dr		802 1bb560
27 Jul	FNB OB 000051251	Fis001/Fisherma	21,931.85 Dr		803 1bb560
27 Jul	FNB OB 000051252	Gen001/Genlux L	13,338.00 Dr		804 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO



## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
27 Jul	FNB OB 000051253	Gla005/Glasfit	8,370.17 Dr		805 1bb560
27 Jul	FNB OB 000051254	Ipp001/I. P. P	5,241.70 Dr		806 1bb560
27 Jul	FNB OB 000051255	Kil001/Killarne	1,739.07 Dr		807 1bb560
27 Jul	FNB OB 000051256	Kil001/Kil Trad	1,573.61 Dr		808 1bb560
27 Jul	FNB OB 000051257	Kru014/Krugersd	3,450.75 Dr		809 1bb560
27 Jul	FNB OB 000051273	M Manga / 3173930	7,400.00 Dr		810 1bb560
27 Jul	FNB OB 000051258	Mak003/Makro St	116,592.60 Dr		811 1bb560
27 Jul	FNB OB 000051228	Mogale City - Mog003	6,177.87 Dr		812 1bb560
27 Jul	FNB OB 000051229	Ndiweni Architecture	2,775.00 Dr		813 1bb560
27 Jul	FNB OB 000051230	Nelson Mandela Bay T	250.00 Dr		814 1bb560
27 Jul	FNB OB 000051259	Ngo002/Ngomalun	68,400.00 Dr		815 1bb560
27 Jul	FNB OB 000051260	Opt002/Optimal	30,196.21 Dr		816 1bb560
27 Jul	FNB OB 000051261	Ram001/Ramskop	24,655.88 Dr		817 1bb560
27 Jul	FNB OB 000051262	Sas001/Sasfin	23,452.95 Dr		818 1bb560
27 Jul	FNB OB 000051263	Tec010/Tecsa (P	5,747.36 Dr		819 1bb560
27 Jul	FNB OB 000051231	Telkom - Tel003	1,402.10 Dr		820 1bb560
27 Jul	FNB OB 000051232	Telkom - Tel007	303.85 Dr		821 1bb560
27 Jul	FNB OB 000051233	Telkom - Tel008	456.65 Dr		822 1bb560
27 Jul	FNB OB 000051234	Telkom - Tel013	3,542.35 Dr		823 1bb560
27 Jul	FNB OB 000051235	Telkom - Tel017	1,218.75 Dr		824 1bb560
27 Jul	FNB OB 000051236	Telkom - Tel019	423.90 Dr		825 1bb560
27 Jul	FNB OB 000051237	Telkom - Tel023	5,964.15 Dr		826 1bb560
27 Jul	FNB OB 000051238	Telkom - Tel026	2,070.15 Dr		827 1bb560
27 Jul	FNB OB 000051239	Telkom - Tel027	611.75 Dr		828 1bb560
27 Jul	FNB OB 000051240	Telkom - Tel029	5,240.75 Dr		829 1bb560
27 Jul	FNB OB 000051241	Telkom - Tel038	6,471.10 Dr		830 1bb560
27 Jul	FNB OB 000051242	Telkom - Tel041	1,697.10 Dr		831 1bb560
27 Jul	FNB OB 000051243	Telkom - Tel043	1,923.85 Dr		832 1bb560
27 Jul	FNB OB 000051264	Tip001/T.I.P.S	48,750.00 Dr		833 1bb560
27 Jul	FNB OB 000051265	Too001/Toolman	1,570.03 Dr		834 1bb560
27 Jul	FNB OB 000051266	Tra008/Transem	3,459.00 Dr		835 1bb560
27 Jul	FNB OB 000051267	Upt001/Up To Da	8,110.88 Dr		836 1bb560
27 Jul	FNB OB 000051268	Vol001/Voltex D	2,536.36 Dr		837 1bb560
27 Jul	FNB OB 000051269	Wal008/Waltons	8,142.94 Dr		838 1bb560
28 Jul	FNB OB 000051301	Aarto - Pta	750.00 Dr		839 1bb560
28 Jul	FNB OB 000051291	Aarto - Pta	625.00 Dr		840 1bb560
28 Jul	FNB OB 000051296	Aarto - Pta	625.00 Dr		841 1bb560
28 Jul	FNB OB 000051300	Aarto - Pta	500.00 Dr		842 1bb560
28 Jul	FNB OB 000051293	Aarto - Pta	310.00 Dr		843 1bb560
28 Jul	FNB OB 000051290	Aarto - Pta	250.00 Dr		844 1bb560
28 Jul	FNB OB 000051295	Aarto - Pta	250.00 Dr		845 1bb560
28 Jul	FNB OB 000051298	Aarto - Pta	250.00 Dr		846 1bb560
28 Jul	FNB OB 000051299	Aarto - Pta	250.00 Dr		847 1bb560
28 Jul	FNB OB 000051303	Aarto - Pta	250.00 Dr		848 1bb560
28 Jul	FNB OB 000051292	Aarto - Pta	125.00 Dr		849 1bb560
28 Jul	FNB OB 000051294	Aarto - Pta	125.00 Dr		850 1bb560
28 Jul	FNB OB 000051297	Aarto - Pta	125.00 Dr		851 1bb560
28 Jul	FNB OB 000051302	Aarto - Pta	125.00 Dr		852 1bb560
28 Jul	FNB OB 000051280	Arr001/Arrow Pl	31,117.60 Dr		853 1bb560
28 Jul	FNB OB 000051281	Auc001/Auction	28,120.00 Dr		854 1bb560
28 Jul	FNB OB 000051282	Ava001/Avax Sa	1,128.60 Dr		855 1bb560
28 Jul	FNB OB 000051279	Bee Foods/Final Pmt	1,903,213.87 Dr		856 1bb560
28 Jul	FNB OB 000051311	Dar001/D Arcy-h	793,561.86 Dr		857 1bb560
28 Jul	FNB OB 000051283	Day001/Daybreak	765,495.15 Dr		858 1bb560
28 Jul	FNB OB 000051315	Kg Molainyane/110801	25,000.00 Dr		859 1bb560
28 Jul	FNB OB 000051284	Lin001/Lindsay	26,261.93 Dr		860 1bb560
28 Jul	FNB OB 000051306	Mogale City Traffic	500.00 Dr		861 1bb560
28 Jul	FNB OB 000051307	Mogale City Traffic	300.00 Dr		862 1bb560
28 Jul	FNB OB 000051308	Mogale City Traffic	300.00 Dr		863 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO



## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
28 Jul	FNB OB 000051304	Mogale City Traffic	200.00 Dr		864 1bb560
28 Jul	FNB OB 000051305	Mogale City Traffic	200.00 Dr		865 1bb560
28 Jul	FNB OB 000051285	Mol001/Molly On	546.40 Dr		866 1bb560
28 Jul	FNB OB 000051309	Nelson Mandela Bay T	250.00 Dr		867 1bb560
28 Jul	FNB OB 000051286	Rjv001/R J Voer	4,308.00 Dr		868 1bb560
28 Jul	FNB OB 000051312	Ser004/Sereti A	436,221.01 Dr		869 1bb560
28 Jul	FNB OB 000051287	Ste019/Steiner	21,417.52 Dr		870 1bb560
28 Jul	FNB OB 000051288	Sup005/Super Ca	39,314.27 Dr		871 1bb560
28 Jul	FNB OB 000051289	Wes009/West Ran	67,802.10 Dr		872 1bb560
28 Jul	Sereti O A	90300100124	1,138.86 Dr	17.50	873 1bb560
29 Jul	FNB OB 000051319	Aarto - Pta	125.00 Dr		874 1bb560
29 Jul	FNB OB 000051322	Adv007/Advanced	9,512.16 Dr		875 1bb560
29 Jul	FNB OB 000051323	Aza001/Aza S Au	12,630.00 Dr		876 1bb560
29 Jul	FNB OB 000051324	Cla004/Claudia	4,800.00 Dr		877 1bb560
29 Jul	FNB OB 000051341	Fr Rolo / 9811302	25,000.00 Dr		878 1bb560
29 Jul	FNB OB 000051325	Gle004/Glenstat	62,954.79 Dr		879 1bb560
29 Jul	FNB OB 000051327	La Watson	66,858.67 Dr		880 1bb560
29 Jul	FNB OB 000051349	M Van Rensburg	8,347.00 Dr		881 1bb560
29 Jul	FNB OB 000051320	Mac Electrical	14,788.37 Dr		882 1bb560
29 Jul	FNB OB 000051342	Mp Khati / 3677072	7,400.00 Dr		883 1bb560
29 Jul	FNB OB 000051326	Sta001/Stainles	202,313.52 Dr		884 1bb560
29 Jul	FNB OB 000051321	Telkom - Tel020	900.00 Dr		885 1bb560
30 Jul	FNB OB 000051401	Aarto - Pta	625.00 Dr		886 1bb560
30 Jul	FNB OB 000051400	Aarto - Pta	500.00 Dr		887 1bb560
30 Jul	FNB OB 000051403	Aarto - Pta	250.00 Dr		888 1bb560
30 Jul	FNB OB 000051402	Aarto - Pta	125.00 Dr		889 1bb560
30 Jul	FNB OB 000051359	Agg001/Aggy- M	154,492.82 Dr		890 1bb560
30 Jul	FNB OB 000051398	Cgm Insurance Broker	84,000.00 Dr		891 1bb560
30 Jul	FNB OB 000051360	Cuy001/Cuyler B	371,412.98 Dr		892 1bb560
30 Jul	FNB OB 000051361	Dan005/Danhym P	58,724.50 Dr		893 1bb560
30 Jul	FNB OB 000051362	Dcb001/Dcb Logi	56,444.82 Dr		894 1bb560
30 Jul	FNB OB 000051363	Dip001/Dip N Di	2,450.00 Dr		895 1bb560
30 Jul	FNB OB 000051364	Ele002/Electric	57,006.37 Dr		896 1bb560
30 Jul	FNB OB 000051365	Eli005/Elimco (	51,893.04 Dr		897 1bb560
30 Jul	FNB OB 000051404	Emakhazeni Traffic	1,000.00 Dr		898 1bb560
30 Jul	FNB OB 000051366	Fie002/Field Cr	379,909.23 Dr		899 1bb560
30 Jul	FNB OB 000051367	Fir013/Firequip	59,173.70 Dr		900 1bb560
30 Jul	FNB OB 000051368	Fog001/Fogel Pr	88,653.02 Dr		901 1bb560
30 Jul	FNB OB 000051369	Foo004/Food Boy	85,343.91 Dr		902 1bb560
30 Jul	FNB OB 000051370	Gns001/Gn Suppl	151,753.62 Dr		903 1bb560
30 Jul	FNB OB 000051371	Hub001/Hubb S F	201,665.50 Dr		904 1bb560
30 Jul	FNB OB 000051372	Ill001/Illovo	190,046.00 Dr		905 1bb560
30 Jul	FNB OB 000051373	Imp008/Impact P	63,471.78 Dr		906 1bb560
30 Jul	FNB OB 000051394	Jac005/Jacob Bu	23,960.00 Dr		907 1bb560
30 Jul	FNB OB 000051374	Jay001/Jay S Ag	391,448.50 Dr		908 1bb560
30 Jul	FNB OB 000051375	Jof001/Jof Hype	130,444.90 Dr		909 1bb560
30 Jul	FNB OB 000051376	Joh011/Johnny B	55,139.95 Dr		910 1bb560
30 Jul	FNB OB 000051354	Kj Mabalane/1592922	7,400.00 Dr		911 1bb560
30 Jul	FNB OB 000051356	Kj Mabalane/1601988	7,400.00 Dr		912 1bb560
30 Jul	FNB OB 000051377	Lab003/Labuscha	280,098.00 Dr		913 1bb560
30 Jul	FNB OB 000051409	M Cardinal/1602217	7,400.00 Dr		914 1bb560
30 Jul	FNB OB 000051378	Mis001/Mista-su	65,936.59 Dr		915 1bb560
30 Jul	FNB OB 000051405	Mogale City Traffic	200.00 Dr		916 1bb560
30 Jul	FNB OB 000051395	Nes002/Nestle S	52,791.92 Dr		917 1bb560

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
30 Jul	FNB OB 000051379	Nul001/Nulaid (	94,764.00 Dr		918 1bb560
30 Jul	FNB OB 000051380	Ont002/On The R	149,747.03 Dr		919 1bb560
30 Jul	FNB OB 000051381	Pri003/Prime Cl	53,706.55 Dr		920 1bb560
30 Jul	FNB OB 000051382	Rad001/Radium M	266,643.20 Dr		921 1bb560
30 Jul	FNB OB 000051383	Sas007/Sasko La	245,549.76 Dr		922 1bb560
30 Jul	FNB OB 000051355	Se Mabalane/1601364	7,400.00 Dr		923 1bb560
30 Jul	FNB OB 000051384	Ser005/Sereti A	261,468.52 Dr		924 1bb560
30 Jul	FNB OB 000051385	She004/Shellard	42,385.20 Dr		925 1bb560
30 Jul	FNB OB 000051386	Siz004/Sizansi	56,259.00 Dr		926 1bb560
30 Jul	FNB OB 000051387	Spr005/Sprint P	257,986.87 Dr		927 1bb560
30 Jul	FNB OB 000051388	Spr160/Sprint P	60,845.21 Dr		928 1bb560
30 Jul	FNB OB 000051389	Sug001/Sugar On	52,787.70 Dr		929 1bb560
30 Jul	FNB OB 000051390	Sun009/Sunworx	58,140.00 Dr		930 1bb560
30 Jul	FNB OB 000051391	The003/The Best	430,156.00 Dr		931 1bb560
30 Jul	FNB OB 000051392	Tot005/Totalgaz	101,991.06 Dr		932 1bb560
30 Jul	FNB OB 000051393	Wal003/Waltons	57,524.50 Dr		933 1bb560
30 Jul	FNB OB 000051399	Zanethemba Charity F	35,000.00 Dr		934 1bb560
31 Jul	FNB OB 000051415	Adv - Or Mthimkulu	7,500.00 Dr		935 1bb560
31 Jul	FNB OB 000051432	Blb001/BI Boodh	139,094.22 Dr		936 1bb560
31 Jul	Bluesecuri	Bos000325 152807	363.00 Dr	17.50	937 1bb560
31 Jul	FNB OB 000051433	Car007/Cardiac	425,568.00 Dr		938 1bb560
31 Jul	FNB OB 000051420	Cgm Insurance Broker	224,870.34 Dr		939 1bb560
31 Jul	FNB OB 000051434	Cha001/Chaps Se	121,390.62 Dr		940 1bb560
31 Jul	FNB OB 000051435	Chr005/Van Wyk	49,669.80 Dr		941 1bb560
31 Jul	FNB OB 000051436	Com011/Compact	76,448.40 Dr		942 1bb560
31 Jul	FNB OB 000051437	Con007/Containe	159,765.30 Dr		943 1bb560
31 Jul	FNB OB 000051438	Day001/Daybreak	879,551.49 Dr		944 1bb560
31 Jul	FNB OB 000051439	Den001/Denise B	83,790.00 Dr		945 1bb560
31 Jul	FNB OB 000051440	Dig006/Digital	572.28 Dr		946 1bb560
31 Jul	FNB OB 000051441	Dov001/Dovetail	113,475.60 Dr		947 1bb560
31 Jul	FNB OB 000051442	Drv002/Dr Vk Na	11,100.00 Dr		948 1bb560
31 Jul	FNB OB 000051421	Equaltrade 4(Pty)Ltd	276,616.26 Dr		949 1bb560
31 Jul	FNB OB 000051443	Equ003/Equaltra	1,411,532.47 Dr		950 1bb560
31 Jul	FNB OB 000051444	Fir015/First Te	191,047.69 Dr		951 1bb560
31 Jul	FNB OB 000051445	Fog002/Fogel Pr	215,888.35 Dr		952 1bb560
31 Jul	FNB OB 000051446	Glo006/Globaker	552,474.08 Dr		953 1bb560
31 Jul	FNB OB 000051447	Gol002/Golden C	576,201.60 Dr		954 1bb560
31 Jul	FNB OB 000051448	Ibu001/Iburst (	198.00 Dr		955 1bb560
31 Jul	FNB OB 000051449	Lex003/Lexis Ne	10,218.97 Dr		956 1bb560
31 Jul	FNB OB 000051450	Moo003/Moorddri	33,137.57 Dr		957 1bb560
31 Jul	FNB OB 000051451	Mun001/Municipa	42,097.52 Dr		958 1bb560
31 Jul	FNB OB 000051452	Nyx001/Nyxtek D	6,080.00 Dr		959 1bb560
31 Jul	FNB OB 000051453	Pat001/Patel St	139,088.70 Dr		960 1bb560
31 Jul	FNB OB 000051454	Pko001/P.K Outf	720,934.69 Dr		961 1bb560
31 Jul	FNB OB 000051422	Prepaid24 Airtime	16,464.00 Dr		962 1bb560
31 Jul	FNB OB 000051455	Sol010/Solo Foo	205,156.23 Dr		963 1bb560
31 Jul	FNB OB 000051456	Veg001/Vegie Ki	175,507.72 Dr		964 1bb560
31 Jul	FNB OB 000051457	Vin002/Vinay So	50,000.00 Dr		965 1bb560
31 Jul	FNB OB 000051458	Wel005/Weloveit	3,421.31 Dr		966 1bb560
31 Jul	FNB OB 000051459	Zim001/Ziman Fo	270,542.71 Dr		967 1bb560
31 Jul	Magtape Debit User 7966 Seq 004706	Zurichinsu23528701sasri4544574	28,593.17 Dr	17.50	968 pcu886
31 Jul	Sarsefng 0035182	456	5,218,774.20 Dr		969 1bb560
<b>Payments Through Stop Orders</b>					
1 Jul	Internal Debit Order Uc371 S003200	Wesbk Corp Fmh317 150701	373,612.07 Dr	4.00	970 pcu886
6 Jul	Internal Debit Order U6036 S008632	FNB Card 8812712906414000	75,733.59 Dr	4.00	971 pcu918
31 Jul	Internal Debit Order U6013 S072358	FNB/Busins Ln00004000014334731	335,083.87 Dr	4.00	972 pcu560
<b>Bank Charges - Bills And Foreign Exchange</b>					
3 Jul	#Fx lbf7103764 ZAR 52	9,724. 75 1.0000	785.00 Dr		973 zbd480

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

## COMMERCIAL CHEQUE ACCOUNT : 62053735290

Date	Description	Reference	Amount	Fee	Internal use
3 Jul	#Fx lbf7103764 ZAR 52	9,724. 75 1.0000	120.00 Dr		974 zbd480
3 Jul	#Fx lbf7103733 ZAR 7,	992.54 1.0000	160.00 Dr		975 zbd480
3 Jul	#Fx lbf7103733 ZAR 7,	992.54 1.0000	120.00 Dr		976 zbd480
9 Jul	#Guarantee Commis	Sion G0657/0530516/Glo	142,313.86 Dr		977 tpe657
16 Jul	#Fx lbf7f02485 ZAR 19	,664.9 6 1.0000	160.00 Dr		978 zbd480
16 Jul	#Fx lbf7f02485 ZAR 19	,664.9 6 1.0000	120.00 Dr		979 zbd480
16 Jul	#Fx lbf7f02539 ZAR 86	,940.0 0 1.0000	373.84 Dr		980 zbd480
16 Jul	#Fx lbf7f02539 ZAR 86	,940.0 0 1.0000	120.00 Dr		981 zbd480
22 Jul	#Fx lbf7m01209 ZAR 13	,711.7 2 1.0000	160.00 Dr		982 zbd480
22 Jul	#Fx lbf7m01209 ZAR 13	,711.7 2 1.0000	120.00 Dr		983 zbd480
22 Jul	#Fx lbf7f03712 ZAR 28	1,788. 65 1.0000	785.00 Dr		984 zbd480
22 Jul	#Fx lbf7f03712 ZAR 28	1,788. 65 1.0000	120.00 Dr		985 zbd480
22 Jul	#Fx lbf7f03743 ZAR 6,	220.50 1.0000	160.00 Dr		986 zbd480
22 Jul	#Fx lbf7f03743 ZAR 6,	220.50 1.0000	120.00 Dr		987 zbd480
	<b>Bank Charges - Cheque Book</b>				
3 Jul	#Audit Report Fee	Audit Report & Cert	753.00 Dr		988 zft214
	<b>Bank Charges - Cash Deposit Fee</b>				
22 Jul	#Cash Deposit Fee		1,210.75 Dr		989 dda669
	<b>Bank Charges - Electronic Banking Access</b>				
2 Jul	#FNB OB Fees	26416	29,840.35 Dr		990 1bb560
	<b>Bank Charges - Service Charges</b>				
22 Jul	#Service Fees		1,603.00 Dr		991 dda669
	<b>Interest</b>				
22 Jul	62053735290		28.11 Cr		992 dda669
22 Jul	62053735290		57,977.44 Dr		993 dda669
	<b>Miscellaneous</b>				
15 Jul	#Incontact Pro Fee		13.50 Dr		994 1ps791

First National Bank - a division of FirstRand Bank Limited. Reg No. 1929/001225/06.  
An Authorised Financial Services and Credit Provider (NCRCP20).

## 62053735290 Final balance as at end

30 June 2015	21,370,927.40 Dr
01 July 2015	16,357,252.60 Dr
02 July 2015	16,475,369.16 Dr
03 July 2015	6,201,857.21 Dr
06 July 2015	10,986,568.99 Dr
07 July 2015	14,615,175.21 Dr
08 July 2015	13,446,066.69 Dr
09 July 2015	14,621,360.47 Dr
10 July 2015	15,575,932.88 Dr
13 July 2015	6,127,767.82 Dr
14 July 2015	1,454,165.50 Dr
15 July 2015	4,602,655.45 Cr
16 July 2015	15,398,092.98 Cr
17 July 2015	70,785.12 Cr
20 July 2015	88,487.88 Cr
21 July 2015	88,976.96 Cr
22 July 2015	502,740.02 Dr
23 July 2015	46,007.62 Cr
25 July 2015	37,734.79 Cr
27 July 2015	4,232,885.40 Dr

Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO

62053735290 Final balance as at 30 July 2015

28 July 2015	271,392.19 Cr
29 July 2015	727,020.78 Dr
30 July 2015	5,024,105.77 Cr
24 July 2015	47,925.89 Cr
11 July 2015	15,917,222.41 Dr

Turnover for Statement Period

No. Credit Transactions: 79	175,571,441.83 Cr
No. Debit Transactions: 915	159,328,105.65 Dr



Branch Number	Account Number	Date	Sub Product Description	FM/FN
669	62053735290	15/07/31	COMMERCIAL CHEQUE ACCOUNT	FNFCO



Angelo Agrizzi

Thursday, September 13, 2018 at 3:43:21 PM South Africa Standard Time

**Subject:** daughters study 2015 University Aberystwyth  
**Date:** Monday, 11 May 2015 at 11:36:10 South Africa Standard Time  
**From:** Vincent Smith <vingeos@mweb.co.za>  
**To:** angelo.agrizzi@icloud.com <angelo.agrizzi@icloud.com>  
**Attachments:** banking details Aber Uni 1.jpeg, brumilda cost analysis.jpeg, declaration Aber Uni.jpeg, declaration Aber Uni(1).jpeg, confirmation Aber Uni(1).jpeg, confirmation Aber Uni(1) 1.jpeg

Hi Chief,

This e mails refers to our discussions earlier this year. My daughter has been accepted to study at Aberystwyth University in Wales. She commences in September 2015 and I am in the process of finalising her trip. She leaves towards the end of June to finalise varsity accommodation and other related matters.

I am in the process of sorting out the funding requirements for her and hereby request any assistance in this regard. Funds can be deposited directly with the institution if that is more acceptable and I have thus attached relevant documentation/correspondence.

Kind regards



Blakes Travel Invoice Number	Document Number	Vehicle Details			Renter Details			
		Make & Model	Colour	Registration Number	Name & Surname	ID Number	Contact Number	Address
1	BT 27922	Toyota Corolla Quest	Silver	CA301579	Mr. Jacobus Du Toit	5211195136088	0781640205	18 Melville, Bloemfontein
2	2612	No details - awaiting feedback from Avis USA						
3	3481	Hyundai Accent	White	BR92BLGP	Mr. Peter Daluxolo	7404115791086	0838728717	46 Via O Vieto, Outspan Road, Sandton
4	BT 11914	Hyundai i20	White	CP11NTGP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
5	BT 12506	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
6	BT 12533	Toyota Corolla	Silver	CW37LHGP	Mr. Thobani Khumalo	7301035698088	0827361868	2629 Umhlanga Rocks, Durban
7	BT 26040	VW Polo Vivo Auto	White	ND812254	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
8	BT 27786	Hyundai Grand i10	White	FD45RBGP	Mr. Jacobus Du Toit	5211195136088	0781640205	18 Melville, Brandwag, Bloemfontein
9	BT 28727	Honda Jazz CVT	Silver	FN56PXGP	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
10	BT 28996	Honda Jazz CVT	Silver	FN56PXGP	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort
11	BT 13321	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
12	BT 13877	Toyota Corolla	Blue	FYT270MP	Mr. Phumlazi Siyama	6612125366084	0767662900	2 Glen Stone Place, Whetstone, Phoenix, Durban
13	BT 25590	VW Polo Vivo Auto	White	ND812254	Ms. Brumilda Smith	9704070040082	0832863006	21 Snipe Street, Honeyhill, Roodepoort

Blakes Travel Invoice Number		Rental Details							
Document Number		Check-Out Date	Check-Out Time	C/O KM Reading	Check-In Date	Check-In Time	C/I KM Reading	KMs Driven	
1	BT 27922	431707894	19-Oct-16	08:49	1,481	09-Nov-16	15:34	4,690	3,209
2	2612	631175720	No details - awaiting feedback from Avis USA						
3	3481	129438794	13-Feb-13	22:34	27,675	17-Feb-13	09:35	28,153	478
4	BT 11914	670509895	05-Feb-14	14:17	16,465	06-Feb-14	17:08	16,529	64
5	BT 12506	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	38,990	460
6	BT 12533	572050522	19-Mar-14	15:18	2,228	20-Mar-14	12:39	2,237	9
7	BT 26040	802591753	11-Jul-16	10:11	18,450	05-Aug-16	11:54	18,639	189
8	BT 27786	442282816	14-Oct-16	10:02	13,683	19-Oct-16	06:14	15,130	1,447
9	BT 28727	433451826	18-Dec-16	13:38	1,884	05-Jan-17	904	2,448	564
10	BT 28996	433451826	18-Dec-16	13:38	1,884	05-Jan-17	904	2,448	564
11	BT 13321	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	38,990	460
12	BT 13877	572642103	25-Feb-14	18:17	38,530	28-Feb-14	12:10	38,990	460
13	BT 25590	802588312	11-Jun-16	10:11	15,992	11-Jul-16	10:11	18,450	2,458

	Blakes Travel Invoice Number	Document Number	Payment Details			
			Date of Invoice	Date of Payment	Payment Reference Number	Payment Amount
1	BT 27922	431707894	17-Nov-16	02-Jan-17	TV 0001 RRR45PB	R 14,427.18
2	2612	631175720	23-Jan-13	11-Mar-13	338730004 C948809V	R 4,583.34
3	3481	129438794	27-Feb-13	02-Apr-13	TV 0001 RRR45PB	R 2,356.83
4	BT 11914	670509895	19-Feb-14	02-Apr-14	TV 0001 RRR45PB	R 822.39
5	BT 12506	572642103	26-Mar-14	02-Apr-14	TV 0001 RRR45PB	R 2,391.19
6	BT 12533	572050522	27-Mar-14	02-May-14	TV 0001 RRR45PB	R 596.34
7	BT 26040	802591753	11-Aug-16	02-Oct-16	TV 0001 RRR45PB	R 7,610.79
8	BT 27786	442282816	11-Nov-16	02-Dec-16	TV 0001 RRR45PB	R 5,396.68
9	BT 28727	433451826	18-Jan-17	02-Mar-17	TV 0001 RRR45PB	R 12,568.83
10	BT 28996	433451826	09-Feb-17			
11	BT 13321	572642103	21-May-14	02-Jun-14	TV 0001 RRR45PB	R 750.01
12	BT 13877	572642103	23-Jun-14			
13	BT 25590	802588312	14-Jul-16	02-Sep-16	TV 0001 RRR45PB	R 8,781.48





Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760




## Tax Invoice

Customer VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	11/Aug/2016	BT 26040

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 702 517407

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802591753 DRIVER SMITH MS B 11/7/2016-5/8/2016 ROODEPOORT	1	6 827,79	6 827,79	S
REFUELLING CHARGES SERVICE FEE	VOUCHER 0563703	1	0,00 150,00	0,00 150,00	Z S
VAT Summary					
Rate			VAT		
8@14,0%			976,89		
Z@0,0%			0,00		
TOTALS			976,89		
NET			6 977,79		
			0,00		
			6 977,79		
Subtotal			R6 977,79		
VAT Total			R976,89		
Total			R7 954,68		
Banking Detail:		TEL NR: (011) 693-3761			
Bank: FNB		FAX NR: (011) 693-3765			
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					





7. CMD: X806 RA FACSIMILE DOC TZAIS438 H/C TZA00671  
 RA 802591753 ACT AGENT ID MVA CCI DIV  
 NAM SMITH, B, MS SOR T/77234124/BRIAN CPN  
 N/C BLAKES TRAVEL CON ML/0117601731/0832863006/T PAY NA  
 AD1 21 SNIPE STREET RMK LIC ZAXX40280005LG84 CPP MNYM  
 AD2 HONEYHILL CID AV884091600004P0563703 D/C 0/1  
 AD3 ROODEPOORT, ZA ETA 11JUL16/1011 AUT FLO G8 REA TAX 14.000  
 MKO 18450 STA R6T ETT 05AUG16/1154 AUT BFL 0 DEL  
 MKI 18639 ILC R6T AWD WIZ COL  
 MCA 0 F/O M/K 279 OTR M699990  
 RAT X-RE/D HRY 23333 DLY 23333 WKY ENT  
 O/M 0/A5861 DOB NMV PPN 9704070040082 DP  
 FTN TER 761.21 .00  
 TOTAL .00  
 RATE INCLUDES TAX CDW FPI  
 AGENT ID 21349 WHI VIVO AUT 4DR CAR GRP D OWN 09106 REG ZAND812254 W/PQ647K

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY TAX INVOICE: E802591753T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	07 AUG 2016
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563703
Voucher Maximum	7 783.68 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 41320772ZA3  
Rental Agreement: E802591753T  
Rate Code: RF  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 11 JUL 2016 Time: 10:11  
Date: 05 AUG 2016 Time: 11:54  
Duration: 25 Days 01 hours 43 minutes

Vehicle(s) Driven: WHI VIVO AUT 4 ZA ND812254

Group: D KM Out: 18450 KM In: 18639 Driven: 189KM

**Rental Charges**

	Rate	Amount	Total	
189 Free Kilometers				
26 Days				
Time and distance	233.33	6 066.58	6 066.58	T
26 Days Windscreen Damage Waiver / Windscreen Tyre Damage Waiver	24.56	638.56	638.56	T
E-Toll charges (incl R10.00 e-Toll Admin Fee)			58.61	T
Contract Fee			64.04	T
VAT charge on taxables (T)	14.00 %	6 827.79	955.89	
Total Amount Due		ZAR	7 783.68	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental POLO VIVO 63KW TLINE SED TIPT: 31 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL  
P O BOX 207  
RANDFONTEIN 1760 ZA

Commission Revenue (ZAR)	6 066.58
Commission at 2.50 % (ZAR)	151.66
Commission VAT at 14.00 %	21.23

E-Toll charges available on [www.avis.co.za](http://www.avis.co.za)

**E802591753T**

Checkout Location  
Status 38401434  
Special

Net Amount Due ZAR **7 610.79**

**AVIS**

We try  
harder



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760**Tax Invoice**

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	18/Jan/2017	BT 28727

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 201617607

Customer Order No		Terms		Consultant	
		Net 30		BD	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 433451826 SMITH B MS DATE: 18/12/2016 - 05/01/2017 ROODEPOORT	1	10 766,52	10 766,52	S
SERVICE FEE		1	150,00	150,00	S
VAT Summary					
Rate	VAT	NET	Subtotal		
S@14.0%	1 528,31	10 916,52	R10 916,52		
TOTALS	1 528,31	10 916,52	VAT Total		
			R1 528,31		
			Total		
			R12 444,83		
Banking Detail:					
Bank: FNB					
Account Name: Blakes Travel Agency (Pty) Ltd		TEL NR: (011) 693-3761			
Acc Nr: 51260082627		FAX NR: (011) 693-3765			
Branch Code: 250341		(011) 693-4034			
		sure travel			
		IATA			



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760

## Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	09/Feb/2017	BT 28996

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 701617907

		Customer Order No	Terms	Consultant	
			Net 30	BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 43345186 DRIVER SMITH MS B 18/12/2016-5/1/2017 ROODEPOORT	1	258,77	258,77	S
SERVICE FEE	TRAFFIC FINE ADMIN FEES REFER TO BT-28727 VOUCHER 0563898	1	50,00	50,00	S
VAT Summary			Subtotal		
Rate	VAT	NET	R308,77		
S@14,0%	43,23	308,77	VAT Total		
TOTALS	43,23	308,77	R43,23		
			Total		
			R352,00		
Banking Detail:		TEL NR: (011) 693-3761			
Bank: FNB		FAX NR: (011) 693-3768			
Account Name: Blakes Travel Agency (Pty) Ltd		(011) 693-4034			
Acc Nr: 51260082627					
Branch Code: 250341					
		sure travel			
		IATA			



9. CMD: X806 RA FACSIMILE DOC TZAI5438 H/C TZA00671  
RA 433451826 ACT AGENT ID MVA CCI DIV  
NAM SMITH,B,MS CON +27832863006/+27116933761 CPN  
N/C SCRATCH FRONT BUMPER RMK FINE ADMIN FEE/B 1302.48 PAY NA  
AD1 21 SNIPE STREET LIC ZAXX9704070040082 CPP MNNM  
AD2 HONEYHILLS CID AV884091600004F0563898 D/C 0/1  
AD3 ROODEPOORT 1724,ZA ETT 05JAN17/0904 AUT FLO G8 REA TAX 14.000  
MKO 1884 STA R6T ETA 18DEC16/1338 AUT BFL 0 DEL  
MKI 2448 ILC R6T AWD WIZ COL  
MCA 0 F/O ENT ADJ  
RAT X-7N/D HRY 60702 DLY 60702 WKY 365351 M/K 307 OTR  
O/M 0/F156125 DOB NMV PPN 9704070040082 DP  
FTN TER 1630.55 .00  
TOTAL .00  
RATE INCLUDES TAX CDW TPI  
AGENT ID 04071 SIL JAZZ CVT 4DR CAR GRP D OWN 09106 REG ZAFN56PXGP

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



## VEHICLE CONDITION REPORT (PRE-RENTAL INSPECTION)

No damage
-----------

ESTIMATED RENTAL COST R 10194-01 x B.S.  
(1) LESSOR (2) CUSTOMER INITIALS

## Rental Agreement

RENT A CAR DIVISION OF  
SANDWICH SOUTH AFRICA (PTY) LTD  
REG. NO. 2047810147  
REGISTERED PROVIDER, SERVICES PROVIDER



MANUAL AUTH.
AUTH CODE/AMOUNT
DATE

ALL (\*) VARIABLE CHARGES ARE DISCLOSED EXCLUSIVE  
THIS IS NOT A TAX PRICE

DOCUMENT/RENTAL AGREEMENT NUMBER

THIS NUMBER MUST BE  
WRITTEN ON ALL  
LETTERS AND PAYMENTS

433451826

AMOUNT DUE

(2) DOCUMENT NUMBER	(3) RENTAL RATE	(4) RENTAL PERIOD	(5) OWNER	(6) CHECK-IN LOCATION
10194-01	R 10194-01	B.S.		
(7) VEHICLE DESCRIPTION	(8) VEHICLE REG. NUMBER	(9) AGREED RETURN LOCATION	(10) AGREED RETURN DATE/TIME	
Honda Jazz	DFN02PXGP		16 Jan 17/18:40	
(11) IMPRINT AREA				

(14) RATE CODE	CURR CODE	RATE GROUP	RENTAL AGREEMENT SPECIAL CONDITIONS	PRICE PER DAY	(16) RATES
DISC.	HOURLY RATE	DAILY RATE	YEARLY RATE	666-36	3,07
SPECIAL CONDITIONS					

(15) LOCAL CONTACT/ADDITIONAL INFORMATION	(17) RENTER'S HOME AND STREET ADDRESS
+27832863006	Ms. B. Smith

(18) RENTAL RATE	(19) RENTAL PERIOD	(20) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(21) RENTAL RATE	(22) RENTAL PERIOD	(23) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(24) RENTAL RATE	(25) RENTAL PERIOD	(26) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(27) RENTAL RATE	(28) RENTAL PERIOD	(29) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(30) RENTAL RATE	(31) RENTAL PERIOD	(32) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(33) RENTAL RATE	(34) RENTAL PERIOD	(35) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(36) RENTAL RATE	(37) RENTAL PERIOD	(38) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(39) RENTAL RATE	(40) RENTAL PERIOD	(41) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(42) RENTAL RATE	(43) RENTAL PERIOD	(44) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40

(45) RENTAL RATE	(46) RENTAL PERIOD	(47) RENTAL DATE/TIME
10194-01	B.S.	16 Jan 17/18:40



**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY TAX INVOICE: E433451826T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	13 JAN 2017
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563898
Voucher Maximum	12 273.83 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP  
Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

	Rate	Amount	Total	
564 Free Kilometers				
18 Days				
Time and distance	521.93	9 394.74		
E-Toll charges (incl R15,00 e-Toll Admin Fee)			9 394.74	T
Accident Repairs / Renter Liability			45.46	T
Contract Fee			1257.02	T
VAT charge on taxables (T)			69.30	T
	14.00 %	10 766.52	1 507.31	
Total Amount Due		ZAR	12 273.83	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To The amount due will be directly debited to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

E433451826T

Checkout Location Status  
38401434  
Special

Net Amount Due ZAR 12 273.83

**AVIS**

We try harder

**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO, 1600, RSA  
VAT REG: 4930212081  
TEL NO: +2711 9233500

**COPY DEBIT NOTE: E433451826T**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	02 FEB 2017
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563898
Voucher Maximum	295.00 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP  
Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

Traffic fine admin fee  
VAT charge on taxables (T)

Total Amount Due

Rate	Amount	Total
14.00 %	258.77	258.77 T
		36.23
	ZAR	295.00

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

E433451826T

Checkout Location  
Status 38401434

Net Amount Due ZAR

295.00

**AVIS**We try  
harder

**BLAKES TRAVEL**  
**P O BOX 207**  
**RANDFONTEIN 1760 ZA**

Date	02 FEB 2017
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563898
Voucher Maximum	12 568.83 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 08766850ZA1  
Rental Agreement: E433451826T  
Rate Code: 7N  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 18DEC2016 Time: 13:38  
Date: 05JAN2017 Time: 09:04  
Duration: 17 Days 19 hours 26 minutes

Vehicle(s) Driven: SIL JAZZ CVT 4 ZA FN56PXGP  
Group: D KM Out: 1884 KM In: 2448 Driven: 564KM

**Rental Charges**

	Rate	Amount	Total	
564 Free Kilometers				
18 Days				
Time and distance	521.93	9 394.74	9 394.74	T
Traffic fine admin fee			1 561.25	T
Contract Fee			69.30	T
VAT charge on taxables (T)	14.00 %	11 025.29	1 543.54	
Total Amount Due		ZAR	12 568.83	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental HONDA JAZZ 1.2 COMFORT CVT: 77 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: BLAKES TRAVEL

P O BOX 207  
RANDFONTEIN 1760 ZA

Should you have a query, please contact  
Customer Care on (+27 11) 387-8487 or  
customerservice@avis.co.za  
E-Toll charges available on www.avis.co.za

E433451826T

Checkout Location  
Status

38401434

Net Amount Due ZAR

12 568.83

**AVIS**

We try harder

# STAGE / INCIDENT REPORT (POST RENTAL INSPECTION) To be completed by the driver/renter

WITH A CALL TO 1-800-455-4555  
OR 1-800-455-4555  
REGISTERED VEHICLE, LICENSE PLATE  
153

CLAIM No 17 / 634 631

1. **DAMAGED VEHICLE**  
Make / Model: Honda Jazz  
Registration: FN56RGP  
MVA Number: 0188520  
Rental Agent to Complete:

2. **INCIDENT DETAILS**  
Incident Date: 05/01/17  
Location (street & town / city):  
Police station:  
Weather Conditions:  
Vehicle Towed by:  
Toll:

3. **DRIVER / RENTER DETAILS**  
Name: Bruni, Ida  
Address: 1345 Helderberg Road, Bergton  
Driver's License Number: 4028003L484  
ID/Passport number: 9704070040082  
Cellular: ( ) 083 286 3006  
Landline: ( )


4. **OTHER VEHICLE OR PROPERTY DAMAGED / INVOLVED**  
Name of other Party (A):  
Tel:  
E-Mail:  
Address:  
Name of other Party (B):  
Tel:  
E-Mail:  
Address:

5. **INJURED PERSONS IN VEHICLE**  
Name:  
Tel:  
Address:  
Nature of injury:  
Passenger: ☐  
Driver: ☐

6. **WITNESS DETAILS**  
Name:  
Tel:  
Address:

7. **ACCIDENT / DAMAGE DESCRIPTION**  
Please draw a sketch:  
I bumped into the car in head of me.

8. **CONTINUE ON SEPARATE PAGE/OVERLEAF IF NECESSARY**

9. **VEHICLE DAMAGE**  
"X" in areas of vehicle damage:  


I understand that by signing this form I accept full responsibility for the damage incurred for which I am liable as per the agreed terms and conditions accompanying the rental agreement. I further agree that if payment is to be made by my credit card, my signature below shall constitute authority to debit my credit card notwithstanding the rental agreement with the total amount due including my full liability for the damage incurred plus an additional amount of up to 10% of the estimated damages should this actual bill be higher than the estimated damage.

Signature of Driver: [Signature]  
Report Date: 05/01/17 (DD/MM/YYYY)  
Rental Station: 126T  
Name of employee receiving this report: [Signature]  
Agent ID: C8851  
Receiving Station: R6T



Blakes Travel Agency (Pty) Ltd

P.O. Box 207  
Randfontein, 1760

## Tax Invoice

Cust VAT Reg.	Company VAT Reg	Tax Date	Invoice No.
	4610117501	14/JUL/2016	BT 25590

Invoice To
MR J J VENTER

TRAVEL AGENCY (PTY) LTD  
Reg No. 2011/0017

Customer Order No		Terms		Consultant	
		Net 30		BB	
Item	Description	Qty	Rate	Amount	VAT
AVIS CAR RENTAL	DOC NO: 802588312 DRIVER SMITH MS B 11/6/2016-11/7/2016 ROODEPOORT	1	7 878,05	7 878,05	S
SERVICE FEE	VOUCHER 0563703	1	150,00	150,00	S
<b>VAT Summary</b>					
Rate	VAT	NET	<b>Subtotal</b>		
8@14,0%	1 123,93	8 028,05			
TOTALS	1 123,93	8 028,05	<b>VAT Total</b>		
			<b>Total</b>		

Banking Detail:  
Bank: FNB  
Account Name: Blakes Travel Agency (Pty) Ltd  
Acc Nr: 51260082627  
Branch Code: 250341

TEL NR: (011) 693-3761  
FAX NR: (011) 693-3765  
(011) 693-4034



sure travel



13.

CMD: X806 RA FACSIMILE DOC TZAI5438 H/C TZA00671  
 RA 802588312 ACT AGENT ID MVA CCI DIV  
 NAM SMITH, B, MS SOR T/77234124/BRIAN CPN  
 N/C BLAKES TRAVEL CON ML/0117601731/0832863006/T PAY NA  
 AD1 21 SNIPE STREET RMK CPP MNYM  
 AD2 HONEYHILL LIC ZAXX40280005LG84 D/C 0/1  
 AD3 ROODEPOORT, ZA CID AV884091600004F0563703 TAX 14.000  
 MKO 15992 STA R6T ETA 11JUN16/1011 AUT FLO G8 REA DEL  
 MKI 18450 ILC R6T ETT 11JUL16/1011 AUT BFL 0 COL  
 MCA 0 F/O AWD WIZ ADJ  
 RAT X-RF/D HRY 23333 DLY 23333 WKY M/K 279 OTR M699990  
 O/M 0/A7731 DOB NMV ENT  
 FTN PPN 9704070040082 DP  
 TOTAL 6999.90 878.15 .00  
 RATE INCLUDES TAX CDW TPI  
 AGENT ID 05851 WHI VIVO AUT 4DR CAR GRP D OWN 09106 REG ZAND812254 W/PQ647K

SWIPE NOT PRESENT: C/O RSN: C/I RSN: EXP DATE: /

N END....



# Rental Agreement

MANUAL AUTH.
AUTH CODE/AMOUNT
DATE

RENT A CAR DIVISION OF  
DARLOWORLD SOUTH AFRICA (PTY) LTD  
REG. NO. 1946/021661/07  
REGISTERED FINANCIAL SERVICES PROVIDER



ALL (\*) VATALE CHARGES ARE DISCLOSED EXCLUSIVE  
THIS IS NOT A TAX INVOICE

**DOCUMENT/RENTAL AGREEMENT NUMBER**

**THIS NUMBER MUST BE  
WRITTEN ON ALL  
LETTERS AND PAYMENTS**

802588312

AMOUNT DUE

4027  
1 JUL 16/1011

## 4 LESSON

RENTAL  
AGREEMENT

(2) DOCUMENT NUMBER 802588312		(3) RENTING LOC. R6T	(4) VIN# NUMBER 13129734	(5) OWNER 09106	(6) CHECK-IN LOCATION RODDEPOORT	(7) AMOUNT DUE 400
(7) VEHICLE DESCRIPTION MINI VIVO		(8) AUT 4DR	(9) VEHICLE REG. NUMBER D 2A NDB12254	(10) AGREED RETURN LOCATION RODDEPOORT		(11) AGREED RETURN DATE/TIME 1 JUL 16/1011

(12) AUTHORIZATION CODE OR AMOUNT		(13) AUTHORIZATOR CODE/AMOUNT	
KILOMETRES OBTAINED BY READING FACTORY INSTALLED ODOMETER		(36) TIME USED	
(31) KILOMETRES IN		(32) DATE/TIME IN	
(33) KILOMETRES OUT	15992	(34) DATE/TIME OUT	
(30) TOTAL		11 JUN 16 / 1011	
(35) TOTAL		OR EXCL. VAT	

DATE CODE RF/D	CARR CODE SAR	RATE GROUP AGREED	DELIVER AGREES TO ALL SPECIAL CONDITIONS BELONGING APPLICABLE TO INDICATED RATES		FREE KMS RETURN	3000 b.s	(18) HOURS	⊗ EXCL. VAT	+	
DISC.	HOURLY RATE	DAILY RATE	WEEKLY RATE	ADDITIONAL DAYS	PER KM	233.33	2.79	(17) DAYS	⊗ EXCL. VAT	+
SPECIAL CONDITIONS MAX330 DAY								(30) WEEKS	⊗ EXCL. VAT	+
								(30)		+

FILE OUT 1/8	8	FILE IN 1/8	FSO PURCHASED	REFUELLING CHARGES WILL APPLY WHEN VEHICLE IS REFUELLED WITH LESS FUEL THAN WHEN RENTED.	(40)		
(10) LOCAL CONTACT/ADDITIONAL INFORMATION ML/0117601731/0832863006/T				(41)			
(16) AWD NUMBER		(10A) REMARKS		(43) INSTANT/AN HD. 77824124	(42)		

(17) RENTER'S NAME AND STREET ADDRESS AUXXXXXXXXXX0004F0563703 SMITH, B, MS BLAKES TRAVEL 21 SNIPE STREET HONEYHILL ROODEPOORT, ZA		<table border="1"> <tr> <td>NA</td> <td>(18A) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/></td> <td>TA <input type="checkbox"/></td> <td>(18D) <input type="checkbox"/></td> <td>%</td> </tr> <tr> <td rowspan="2">RENTAL CHARGED TO</td> <td colspan="2">(41) MSC CHARGES CODE/AMT/LEV 64.04</td> <td colspan="2">(45) TIME AND FMS CHARGE</td> </tr> <tr> <td>(46) ONE WAY FEE</td> <td>(47) DEL FEE</td> <td colspan="2">(48) COLL FEE</td> </tr> </table>		NA	(18A) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TA <input type="checkbox"/>	(18D) <input type="checkbox"/>	%	RENTAL CHARGED TO	(41) MSC CHARGES CODE/AMT/LEV 64.04		(45) TIME AND FMS CHARGE		(46) ONE WAY FEE	(47) DEL FEE	(48) COLL FEE		<table border="1"> <tr> <td colspan="2">RHS TOTAL</td> <td></td> </tr> </table>		RHS TOTAL		
NA	(18A) YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	TA <input type="checkbox"/>	(18D) <input type="checkbox"/>	%																		
RENTAL CHARGED TO	(41) MSC CHARGES CODE/AMT/LEV 64.04		(45) TIME AND FMS CHARGE																			
	(46) ONE WAY FEE	(47) DEL FEE	(48) COLL FEE																			
RHS TOTAL																						

(PORTLAND) COLLISION DAMAGE WAIVER I AGREE TO TERMS IN PARAGRAPH 10 ACCEPT <b>B-S</b>	RATE PER DAY <b>.00</b>	DECADE <b>0</b>	(59) MISC CHARGES AND FEES <b>0</b>	(60) LIABILITY <b>4385.96</b>	(61) LIABILITY <b>0</b>
---------------------------------------------------------------------------------------------	----------------------------	--------------------	----------------------------------------	----------------------------------	----------------------------

(10) DRIVER'S LICENSE DETAILS ZAXXXXXXXXXXXLB04		(19) DAY NUMBER	(15) ACCEPT X	(16) PER DAY .00	(17) DECLINE	UP TO \$10,000.00
(20) WIZARD EXPRESS NUMBER PB647K	(21) RESERVATION NUMBER +1320772-2A-3 D	(22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (00)		(18) LIABILITY B-5 4385.96		

(22) I UNDERSTAND THE RISKS IN RENTING A VEHICLE FROM THE COMPANY AS WELL AS MY LIABILITIES IN THE EVENT OF DAMAGE TO OR LOSS OF THE VEHICLE. I ACKNOWLEDGE THAT THE VEHICLE IS IN THE CONDITION INDICATED AT CHECK-OUT. I HAVE CAREFULLY READ AND UNDERSTAND THE STANDARD TERMS AND CONDITIONS PROVIDED WITH THIS DOCUMENT. I CONFIRM THAT MY SIGNATURE HEREUNDER IS TO BE MADE BY CREDIT CARD OR CHARGE CARD MY SIGNATURE BELOW SHALL CONSTITUTE AUTHORITY TO DEBIT MY NOMINATED CREDIT CARD OR CHARGE CARD WITH THE TOTAL AMOUNT DUE. EVERY PERSON WHOSE SIGNATURE APPEARS BELOW SHALL BE LIABLE JOINTLY AND SEVERALLY FOR THE PAYMENT OF ALL AMOUNTS DUE TO THE COMPANY IN TERMS OF OR PURSUANT TO THE RENTAL AGREEMENT. I CONFIRM THAT INFORMATION OBTAINED BY THE COMPANY ARISING OUT OF THE RENTAL AGREEMENT MAY BE USED IN ACCORDANCE WITH CLAUSE 10.10 OF THE STANDARD TERMS AND CONDITIONS.

MY ATTENTION HAS BEEN DRAWN TO THE SIGNATURE IN CLAUSE 14 AND CONDITIONS IN CLAUSES 10, 12, 13, 14.

ACCEPT	RATE PER DAY	DECLINE	SPN
	42.11	X	(24) SUB TOTAL
(25) RETURN VEHICLE & TIME DAMAGE WAIVER I AGREE TO TERMS IN PARAGRAPH 10			(25) VAN
ACCEPT	RATE PER DAY	DECLINE	(26)
X	124.56		
	CASH	CARD	X VOUCHER
			(27)

X		23) DRIVER'S LICENSE DETAILS		23) OTHER		FUEL COSTS	
(14) ADDITIONAL DRIVER		(25) DRIVER'S LICENSE DETAILS		(23) OTHER		(35) TOTAL CHARGE	
(16) CH NO.		(27) DATE OF BIRTH		(30) METHOD OF PAYMENT		(39) MISCELLANEOUS DEDUCTIONS	
(29) ID/PASSPORT NUMBER		(32) CITY/COUNTRY OF BIRTH		(32) EXCHANGE RATE		(41) NET CHARGE	
(71) PREVIOUS NYA NUMBER		(73) KMS IN		(74) LAST EXCHANGE LOCATION		(43) TOTAL PREPAYMENTS	
(75) EXCHANGE DATE/TIME		(76) DEFENDING COUNTRY		(77) CASH REFUND RECEIVED		(44) AMOUNT DUE	
(79) ORIGINAL MEETING LOCATION		(80) EXTENDED TO		(81) DATE		(45) CASH REFUND	
(82) AGENT ID		(83) DEFUND FROM					

NOTE: AN ADMINISTRATION FEE WILL BE LEVIED IN THE EVENT OF AN ACCIDENT OR TRAFFIC VIOLATION.  
TRAFFIC FINE ADMINISTRATION FEE \$150.00, RENTAL OVERDUE ADMINISTRATION FEE \$800.00,  
CHANGE FEE LOST KEYS \$100.00, \$100.00, TOLL TARIFFS APPLY.  
VALET FEE \$100.00, KEY TAG FEE \$100.00, \$100.00.  
CLAIMS ADMINISTRATION FEE: \$100.00 IF REPAIRS UP TO \$ 300.00  
\$ 200.00 IF REPAIRS GREATER THAN \$ 300.00

CHARGES SUBJECT TO FINAL ARREST

**AVIS**

Co. Reg. No. 1946/021661/07

RENT A CAR DIVISION OF  
BARLOWORLD SA(PTY)LTD  
T/A AVIS RENT A CAR  
PO BOX 221, ISANDO,1600,RSA  
VAT REG: 4930212081  
TEL NO: 42711 9233500

COPY TAX INVOICE: **E802588312T****T30-VGS-292**

3 BRABAZON ROAD, ISANDO  
1600, SOUTH AFRICA

**BLAKES TRAVEL****P O BOX 207****RANDFONTEIN 1760 ZA**

Date	13 JUL 2016
Avis Account Number	AV884091600004
Avis Card Number	AV884091600004
Customer VAT Number	4610117501
Voucher Number	V0563703
Voucher Maximum	8 980.98 ZAR

**Rental Information**

Renter: SMITH,B,MS  
Reservation Number: 41320772ZA3  
Rental Agreement: E802588312T  
Rate Code: RF  
Vehicle Group Charged: D

Rented From: ROODEPOORT  
Returned To: ROODEPOORT

Date: 11JUN2016 Time: 10:11  
Date: 11JUL2016 Time: 10:11  
Duration: 30 Days 00 hours 00 minutes

Vehicle(s) Driven: WHI VIVO AUT 4 ZA ND812254 Group: D KM Out: 15992 KM In: 18450 Driven: 2458KM

**Rental Charges**

	Rate	Amount	Total	
2458 Free Kilometers				
30 Days	233.33	6 999.90		
Time and distance			6 999.90	T
30 Days Windscreen Damage Waiver / Windscreen Tyre Damage Waiver	24.56	736.80	736.80	T
E-Toll charges (incl R10.00 e-Toll Admin Fee)			77.31	T
Contract Fee			64.04	T
VAT charge on taxables (T)	14.00 %	7 878.05	1 102.93	
Total Amount Due		ZAR	8 980.98	

Thank you for renting with Avis

Carbon Dioxide Emissions for rental POLO VIVO 63KW TLINE SED TIPT: 401 kg

**Payment & Additional Information**

Please Make Payment To

The amount due will be directly debited  
to your bank account.

Name: **BLAKES TRAVEL**

P O BOX 207  
RANDFONTEIN 1760 ZA

Commission Revenue (ZAR)	6 999.90
Commission at 2.50 % (ZAR)	175.00-
Commission VAT at 14.00 %	24.50-

E-Toll charges available on [www.avis.co.za](http://www.avis.co.za)

Checkout Location  
Status

38401434  
Special

**E802588312T**

Net Amount Due ZAR

**8 781.48****AVIS**We try  
harder



## **1.1 Code of Conduct for National Assembly and permanent National Council of Provinces Members**

Parliament.Gov describes the National Assembly and permanent National Council of Provinces as follows:

*“South Africa has a bicameral Parliament (two Houses) supported by a joint administration. The National Assembly is the House directly elected by the voters, while the National Council of Provinces is elected by the provinces and represents them to ensure that provincial interests are taken into account in the national sphere of government.”*

Extracts from the current 'Code of Conduct for National Assembly and permanent National Council of Provinces Members' not previously referred to and/ or duplicated in the Ethics Code or Ministerial Handbook provisions referred to above, are as follows:

### **5. Disclosure of registrable interests**

1. Members must disclose to the Registrar, on the form prescribed for this purpose by the Committee, particulars of all their registrable interests.
2. The first disclosure must be within 30 days of the opening of Parliament or appointment as a Member. If a Member has no registrable interests, a "nil" return must be submitted.
3. After the first disclosure Members must disclose annually at a time determined by the Committee....

### **7. interests to be disclosed**

The following details of registrable interests must be disclosed:

- (a) Shares and other financial interests in companies and other corporate entities:
  1. The number, nature and nominal value of shares of any type in any public or private company;
  2. the name of that company; and

3. the nature and value of any other financial interests held in a private or public company or any other corporate entity.
- (b) Remunerated employment outside Parliament:
    1. The type of employment;
    2. the name, and type of business activity, of the employer; and
    3. the amount of the remuneration received for such employment.
  - (c) Directorships and partnerships:
    1. The name, and type of business activity, of the corporate entity or partnership; and
    2. the amount of any of remuneration received for such directorship or partnership.
  - (d) Consultancies:
    1. The nature of the consultancy or any retainership of any kind;
    2. the name, and type of business activity, of the client concerned; and
    3. the amount of any remuneration or other benefits received for such consultancy or retainership.
  - (e) Sponsorships:
    1. The source and description of direct financial sponsorship or assistance from non-party sources; and
    2. the value of the sponsorship or assistance.
  - (f) Gifts and hospitality:
    1. A description and the value and source of a gift with a value in excess of R1500;
    2. a description and the value of gifts from a single source which cumulatively exceed the value of R1500 in any calendar year; and
    3. hospitality intended as a gift in kind.
  - (g) Benefits:
    1. The nature and source of any other benefit of a material nature; and

2. the value of that benefit.
- (h) Foreign travel:
    1. A brief description of the journey abroad; and
    2. particulars of the sponsor.
  - (i) Land and property:
    1. A description and extent of the land or property;
    2. area in which it is situated;
    3. nature of interest.
    4. Properties outside the state.

#### **15. What constitutes a breach**

A Member breaches this Code if the Member –

- contravenes or fails to comply with a provision of this Code;
- when disclosing registrable interests, wilfully provides the Registrar with incorrect or misleading details.

#### **16. Investigations by Committee**

1. The Committee, acting on its own or on a complaint by any person through the Office of the Registrar, may investigate any alleged breach by a Member of this Code.

I, NAME OF MEMBER

NONVULA PAULA MOKONTANE

Please Print

Undertake to fulfill the responsibilities of my office and be guided by the following principles:-

Selflessness, Integrity, Objectivity, Openness, Honesty and Leadership. I further confirm that the information contained in this form is correct and accurate.

SIGNATURE OF MEMBER



DATE

13/09/18

## PUBLIC DISCLOSURE SECTION

## 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
-	ORDINARY	R10 000	TELKOM

## 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party.

See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS
N/A	N/A

Signature of Whip \_\_\_\_\_ Party \_\_\_\_\_ Date \_\_\_\_\_

Name of Whip \_\_\_\_\_



## 3. DIRECTORSHIPS AND PARTNERSHIPS. See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
N/A	N/A

## 4. CONSULTANCIES OR RETAINERSHIPS See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
N/A	N/A	N/A

## 5. SPONSORSHIPS See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT
Special Envoy to Lesotho Highlands Water Project	SOtho BLANKET	APPROXIMATELY R500
Joint Commission of the Cross Water supply Project	FRAMED PICTURE - FINE ART	APPROXIMATELY R 350
Official visit to Iran	IRANIAN TAPESTRY	UNKNOWN
Official visit to Iran	ORNAMENTAL TEAPOT & CUPS	UNKNOWN
Signing of MOU in Hungary	HANDPAINTED ORNAMENT	UNKNOWN

[illegible]

**7. BENEFITS** See Information sheet Note 7

SOURCE	DESCRIPTION OF BENEFIT
N/A	N/A

**8. TRAVEL** See Information sheet Note 8

[illegible]

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION- AREA	EXTENT OF THE PROPERTY
BUSINESS PROPERTY	CHAMDOR	9500 SQUARE METRE

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE
GOVERNMENT PENSION FUNDS	PUBLIC

**11. PUBLIC CONTRACTS AWARDED** See Information Sheet 11

PERIOD OF CONTRACT	NAME OF STATE ENTITY	VALUE OF CONTRACT	DETAILS OF CONTRACT AND MANAGEMENT THEREOF
N/A	N/A	N/A	N/A

**12. TRUSTS** See Information Sheet 12

NAME OF TRUST	REGISTRATION NUMBER	TRUSTEE/BENEFICIARY	DETAILS OF ALL BENEFITS DERIVED
N/A	N/A	N/A	N/A





I, NAME OF MEMBER

VINCENT G. SMITH

Please Print

Undertake to fulfill the responsibilities of my office and be guided by the following principles:-

Selflessness, Integrity, Objectivity, Openness, Honesty and Leadership. I further confirm that the information contained in this form is correct and accurate.

SIGNATURE OF MEMBER

DATE

22/8/18

## PUBLIC DISCLOSURE SECTION

## 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
	PUBLIC PARTICIPATION	R 2500-00	VODACOM
	PUBLIC PARTICIPATION	R 1-00	N.A.I.L.
	DEMUTUALISED	R 1000-00	SANLAM

## 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party.

See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS
N A	

Signature of Whip

Party

Date

Name of Whip

## 3. DIRECTORSHIPS AND PARTNERSHIPS. See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
LESHEMA FINANCIAL MNGT	DORMANT
DECAMACH CC	DORMANT
CENTFIN CC	DORMANT
ILIMA LESIZWE INVESTMENTS	PROPERTY DEVELOPERS
UMYEZO PROPERTY HOLDINGS	PROPERTY DEVELOPERS
EUROBLITZ 48 (PTY) LTD	PROPERTY DEVELOPERS.
VINCENT G. SMITH FAMILY TRUST	FAMILY TRUST
NAMBITI NEXTWAVE CONSULTANTS	RESIGNED AS DIRECTOR 2009

## 4. CONSULTANCIES OR RETAINERSHIPS See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
	N/A	

## 5. SPONSORSHIPS See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT
	N/A.	

**6. GIFTS AND HOSPITALITY** See Information sheet Note 6

[illegible]

**7. BENEFITS** See Information sheet Note 7

SOURCE	DESCRIPTION OF BENEFIT
	N/A

**8. TRAVEL** See information sheet Note 8

SPONSOR	DESCRIPTION OF JOURNEY

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION- AREA	EXTENT OF THE PROPERTY
RESIDENTIAL	HONEY HILL JHB	HOUSE
RESIDENTIAL	HAMBERG FLORIDA JHB	HOUSE
APARTMENT	CENTURION	FLAT

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE
	N/A

**11. PUBLIC CONTRACTS AWARDED** See Information Sheet 11

PERIOD OF CONTRACT	NAME OF STATE ENTITY	VALUE OF CONTRACT	DETAILS OF CONTRACT AND MANAGEMENT THEREOF
		N/A	

**12. TRUSTS** See Information Sheet 12

NAME OF TRUST	REGISTRATION NUMBER	TRUSTEE/BENEFICIARY	DETAILS OF ALL BENEFITS DERIVED
VINCENT G SMITH	IT 2987/2004	TRUSTEE	NONE.



2017

I, NAME OF MEMBER VINCENT SMITH  
Please Print

Undertake to fulfill the responsibilities of my office and be guided by the following principles:-

Selflessness, Integrity, Objectivity, Openness, Honesty and Leadership. I further confirm that the information contained in this form is correct and accurate.

SIGNATURE OF MEMBER [Signature] DATE 22/8/17

## PUBLIC DISCLOSURE SECTION

## 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
	PUBLIC PARTICIPATION	R 2500-00	VODACOM
	PUB. PARTICIPATION	R 1-00	N.A.I.L.
	DEMUTUALISED	R 1000-00	SANLAM

## 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party.

See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS

Signature of Whip \_\_\_\_\_ Party \_\_\_\_\_ Date \_\_\_\_\_

Name of Whip \_\_\_\_\_

## 3. DIRECTORSHIPS AND PARTNERSHIPS. See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
LESHEMA FINANCIAL MNGT	DORMANT
CENTFIN CC	DORMANT
DECAMACH CC	DORMANT
ILIMA LESIZWE INVESTMENTS	PROPERTY DEVELOPERS
UMYEZO PROPERTY HOLDINGS	PROPERTY DEVELOPERS
EURO BLITZ 48 (PTY) LTD	PROPERTY DEVELOPERS
VINCENT G. SMITH FAMILY TRUST	FAMILY TRUST
NAMBITI NEXTWAVE CONSULTANTS	RESIGNED AS DIRECTOR 2009

## 4. CONSULTANCIES OR RETAINERSHIPS See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
	N/A	

## 5. SPONSORSHIPS See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT
	N/A	

[illegible]

SOURCE	DESCRIPTION OF BENEFIT
	<del>NA</del>

[illegible]

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION- AREA	EXTENT OF THE PROPERTY
RESIDENTIAL	HONEY HILL JHB	HOUSE.
RESIDENTIAL	HAMBURG FLORIDA JHB	HOUSE
APARTMENT	CENTURION	NORMAL FLAT.

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE

**11. PUBLIC CONTRACTS AWARDED** See Information Sheet 11

PERIOD OF CONTRACT	NAME OF STATE ENTITY	VALUE OF CONTRACT	DETAILS OF CONTRACT AND MANAGEMENT THEREOF

**12. TRUSTS** See Information Sheet 12

NAME OF TRUST	REGISTRATION NUMBER	TRUSTEE/BENEFICIARY	DETAILS OF ALL BENEFITS DERIVED
VINCENT G SMITH	IT 2987/2004	TRUSTEE	NONE.



2016

I, NAME OF MEMBER

VINCENT SMITH

Please Print

Undertake to fulfill the responsibilities of my office and be guided by the following principles:-

Selflessness, Integrity, Objectivity, Openness, Honesty and Leadership. I further confirm that the information contained in this form is correct and accurate.

SIGNATURE OF MEMBER



DATE

25/5/16

## PUBLIC DISCLOSURE SECTION

## 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
	PUBLIC PARTI	R2500-00	Vodacom
	PUBLIC PARTICIPATION	R1-00	N.A.I.L.
	DEMUTUALISED	R1000-00	SANLAM

## 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party.

See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS

N/A

Signature of Whip

Party

Date

Name of Whip

**3. DIRECTORSHIPS AND PARTNERSHIPS.** See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
LESHEMA FINANCIAL MNGT	DORMANT
CENTFIN CC	DORMANT
DECAMACH CC	DORMANT
IKIMA LESIZWE INVESTMENTS	PROPERTY DEVELOPERS
UMYEZO PROPERTY HOLDINGS	PROPERTY DEVELOPERS
EURO BLITZ 48 (PTY) LTD	PROPERTY DEVELOPERS
VINCENT G SMITH FAMILY TRUST	FAMILY TRUST
NAMBITI NEXTWAVE CONSULTANTS	RESIGNED AS DIRECTOR 2009 I.T.

**4. CONSULTANCIES OR RETAINERSHIPS** See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
	N/A	

**5. SPONSORSHIPS** See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT

**6. GIFTS AND HOSPITALITY** See Information sheet Note 6

DESCRIPTION	VALUE	SOURCE
N/A		

**7. BENEFITS** See Information sheet Note 7

SOURCE	DESCRIPTION OF BENEFIT
	N/A

**8. TRAVEL** See Information sheet Note 8

SPONSOR	DESCRIPTION OF JOURNEY
	N A

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION- AREA	EXTENT OF THE PROPERTY
RESIDENTIAL	HONEY HILL JHB	NORMAL House
RESIDENTIAL	HAMBERG FLORIDA JHB	NORMAL HOUSE
APARTMENT	CENTURION	NORMAL FLAT

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE
	N/A

**11. PUBLIC CONTRACTS AWARDED** See Information Sheet 11

PERIOD OF CONTRACT	NAME OF STATE ENTITY	VALUE OF CONTRACT	DETAILS OF CONTRACT AND MANAGEMENT THEREOF
		N/A	

**12. TRUSTS** See Information Sheet 12

NAME OF TRUST	REGISTRATION NUMBER	TRUSTEE/BENEFICIARY	DETAILS OF ALL BENEFITS DERIVED
VINCENT G SMITH	IT 2987/2004	TRUSTEE	NONE



2015

I, NAME OF MEMBER VINCENT G. SMITH

Please Print

Undertake to fulfill the responsibilities of my office and be guided by the following principles:-

Selflessness, Integrity, Objectivity, Openness, Honesty and Leadership. I further confirm that the information contained in this form is correct and accurate.

SIGNATURE OF MEMBER

DATE

## PUBLIC DISCLOSURE SECTION

## 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
—	PUBLIC PARTICIPATION	R2500-00	VODACOM
—	DEMUTILISED	R1000-00	SANLAM
—	PUBLIC PARTICIPATION	R1-00	N.A.T.L.

## 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party.

See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS
	N.A.

Signature of Whip \_\_\_\_\_ Party \_\_\_\_\_ Date \_\_\_\_\_

Name of Whip \_\_\_\_\_

**3. DIRECTORSHIPS AND PARTNERSHIPS.** See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
LESHEMA FIN. MNGT	DORMANT — DEREGISTERED
CENTFIN C.C.	DORMANT — DEREGISTERED
DECAMACH C.C.	DORMANT — DEREGISTERED
ILIMA LESIZWE INVESTMENTS	PROPERTY DEVELOPERS
NAMBITI NEXTWAVE CONSULTANTS	RESIGNED — I.T.
UMYEZO PROP HOLDINGS	PROPERTY DEVELOPERS
EURO BLITZ 48(PTY) LTD	PROPERTY DEVELOPERS
VINCENT G. SMITH	FAMILY TRUST

**4. CONSULTANCIES OR RETAINERSHIPS** See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
None		

**5. SPONSORSHIPS** See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT
None		

**6. GIFTS AND HOSPITALITY** See Information sheet Note 6

DESCRIPTION	VALUE	SOURCE
NONE		

**7. BENEFITS** See Information sheet Note 7

SOURCE	DESCRIPTION OF BENEFIT

**8. TRAVEL** See Information sheet Note 8

SPONSOR	DESCRIPTION OF JOURNEY
NONE	

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION- AREA	EXTENT OF THE PROPERTY
① RESIDENTIAL	HONEY HILL	HOUSE.
	JHB	
② RESIDENTIAL	129 WITCH HAZEL	APARTMENT
	CENTURION	

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE
	NONE

**11. PUBLIC CONTRACTS AWARDED** See Information Sheet 11

PERIOD OF CONTRACT	NAME OF STATE ENTITY	VALUE OF CONTRACT	DETAILS OF CONTRACT AND MANAGEMENT THEREOF
		NONE	

**12. TRUSTS** See Information Sheet 12

NAME OF TRUST	REGISTRATION NUMBER	TRUSTEE/BENEFICIARY	DETAILS OF ALL BENEFITS DERIVED
VINCENT GEORGE SMITH FAM TRUST.	IT 2987/2004	TRUSTEE.	NONE



NAME OF MEMBER VINCENT G. SMITH  
Please Print

SIGNATURE OF MEMBER [Signature] DATE 16/7/14

### PUBLIC DISCLOSURE SECTION

#### 1. SHARES AND OTHER FINANCIAL INTERESTS (Family and other trusts). See Information sheet Note 1

NUMBER OF SHARES	NATURE	NOMINAL VALUE	NAME OF COMPANY
—	PUBLIC PARTICIPATION	R2500.00	VODACOM
—	DEMUTILISED	R1000.00	SANLAM
—	PUBLIC PARTICIPATION	R1.00	N.A.I.L.

#### 2. REMUNERATED EMPLOYMENT OUTSIDE PARLIAMENT. Must be sanctioned by your Political Party. See Information sheet Note 2

NAME OF EMPLOYER	TYPE OF BUSINESS
<del>N/A</del>	<del>N/A</del>

Signature of Whip \_\_\_\_\_ Party N/A Date \_\_\_\_\_

Name of Whip \_\_\_\_\_

**3. DIRECTORSHIPS AND PARTNERSHIPS.** See Information sheet Note 3

DIRECTORSHIP/PARTNERSHIP IN ANY CORPORATE BODY	TYPE OF BUSINESS ACTIVITY
LESHEMA FIN MNGT SERVICES	(DORMANT) DEREGISTERED.
DECAMACH C.C.	DEREGISTERED (DORMANT)
NAMBITI NEXTWAVE CONSULTANTS	I. T. (RESIGNED)
UMYEZO PROP HOLDINGS	PROPERTY DEVELOPERS
ILIMA LESIZWE INV.	PROPERTY DEVELOPERS.
EURO BLITZ 48(Pty) LTD	PROPERTY DEVELOPERS.
VINCENT G. SMITH	FAMILY TRUST.
CENTFIN C.C.	DORMANT (DEREGISTERED)

**4. CONSULTANCIES OR RETAINERSHIPS** See Information sheet Note 4

NAME OF ORGANISATION	TYPE OF BUSINESS ACTIVITY	VALUE OF ANY BENEFITS DERIVED
<del>NONE</del>		

**5. SPONSORSHIPS** See information sheet Note 5

SOURCE OF SPONSORSHIP	DESCRIPTION OF ASSISTANCE/ SPONSORSHIP	EXTENT
<del>NONE</del>		

**6. GIFTS AND HOSPITALITY** See Information sheet Note 6

DESCRIPTION	VALUE	SOURCE
NONE		

**7. BENEFITS** See Information sheet Note 7

SOURCE	DESCRIPTION OF BENEFIT
NONE	



**8. TRAVEL** See Information sheet Note 8

SPONSOR	DESCRIPTION OF JOURNEY

NONE

**9. LAND AND PROPERTY** See information sheet Note 9

DESCRIPTION OF PROPERTY	LOCATION-AREA	EXTENT OF THE PROPERTY
RESIDENTIAL	HONEY HILL-JHB	HOUSE
RESIDENTIAL	129 WITCH HAZEL CENTURION	APARTMENT UNIT.

**10. PENSIONS** See Information sheet Note 10

SOURCE	PUBLIC/PRIVATE

NONE



### Person Relationship to registered enterprise disclosures

Search Criteria - ID Number : 6007185198081

Person	Roll	Status	Enterprise Name	Registration No	Ent. Type	Ent. Status
SMITH, VINCENT	Director	Active	NAMBITI NEXTWAVE CONSULTING	2003/012765/07	Private Company	In Business ✓
SMITH, VINCENT GEORGE	Member	Active	DECAMACH CONSULTANTS	2002/058993/23	Close Corporation	AR Final deregistration
SMITH, VINCENT GEORGE	Director	Active	EURO BLITZ 48	2002/012907/07	Private Company	In Business ✓
SMITH, VINCENT GEORGE	Director	Resigned	HLANGANANI INVESTMENT	2001/001423/07	Private Company	AR Final deregistration
SMITH, VINCENT GEORGE	Director	Active	ILIMA LESIZWE INVESTMENTS	2008/011344/07	Private Company	AR Final deregistration
SMITH, VINCENT GEORGE	Member	Active	LESHEMA FINANCE MANAGEMENT SERVICES	1994/041151/23	Close Corporation	AR Final deregistration
SMITH, VINCENT GEORGE	Director	Active	UMYEZO PROPERTY HOLDINGS	2001/020399/07	Private Company	In Business ✓

# Yousha Tayob

## ATTORNEY

Your reference: Justice RMM Zondo

Our reference: YOUSHA/3144/YT

Date: 3 October 2019

### THE CHAIRPERSON

JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE (ZONDO COMMISSION)

ATT: LERATO L BUTHELEZI

PER EMAIL: [leratob@commissionsc.org.za](mailto:leratob@commissionsc.org.za)  
[inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)

Dear Sir/Madam,

**RE: ZONDO COMMISSION CHAIRPERSON'S SUBPOENA OF 21 AUGUST  
2019 - VINCENT GEORGE SMITH**

### INTRODUCTION

1. We refer to the above matter and to our letter dated 28 August 2019.
2. We confirm that we act for Mr Vincent George Smith ("Mr Smith").
3. In our above-mentioned letter, we had committed to filing Mr Smith's statement by 27 September 2019. However, we were unable to do so due to consultation with Counsel only taking place on that date. We accordingly apologise for missing this deadline.
4. For reasons we detail below, following our consultation with Counsel Mr Smith is concerned that the subpoena, to the extent that it compels him to make a statement at the Commission results in the infringement on his Constitutional right to remain silent. This infringement may also subsequently lead to the infringement on his right to a fair trial, should a criminal trial ensue in respect of the allegations against him. This apprehension arises from the fact that Mr Smith has been served a search warrant by the Directorate for Priority Crime Investigation ("the Hawks").
5. It is for the reasons we detail below that we request the Chairperson to reconsider and revoke; alternatively, amend and reissue the subpoena in a manner that does not infringe Mr Smith's rights.
6. Mr Smith is committed to assisting and cooperating with the Commission to fulfill its mandate, however, this has to be in a fair and balanced manner that does not negate his Constitutional rights.

Yousha Tayob BA LLB (University of Witwatersrand)

VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)

# *Yousha Tayob*

## **ATTORNEY**

### **RELEVANT FACTUAL CONTEXT**

7. We understand that among the recommendations the Commission is empowered to make, is a recommendation of criminal prosecution of any of the individuals the Commission may conclude were involved in the commission of acts of criminality.
8. Messrs Angelo Agrizzi ("Mr Agrizzi") and Richard Le Roux ("Mr Le Roux") made written statements and subsequently gave oral testimony at the Commission implicating Mr Smith. In the case of Mr Agrizzi his sworn statements were deposed to on 15 January 2019 and 26 March 2019, and his relevant oral testimonies were given on 29 January 2019 and 29 March 2019. In the case of Mr Le Roux, his sworn statement was made on 28 January 2019, and his oral testimony given on 31 January 2019. The allegations against Mr Smith were briefly that he was a recipient of gratuities from BOSASA consisting of cash payments, a car for his daughter, and installation of security equipment at his private residence, all in exchange for his patronage.
9. As a result of the testimonies:
  - 9.1. On or about 29 August 2019 Mr Smith was served a search warrant by members of the Hawks police unit. The search warrant permitted the search of his premises for material linked to the allegations that BOSASA had installed security equipment at his home. A copy of the search warrant is attached hereto marked **Annexure VGS1**
  - 9.2. On or about 10 September 2019, Mr Smith received oral communication from the Hawks directing him to make a statement in respect of the allegations made against him by Messrs Agrizzi and Le Roux.
10. It is thus apparent that the subpoena from the Chairperson comes at a time when there is a criminal investigation into the same allegations Mr Smith is being subpoenaed to answer to.

### **MR SMITH'S RIGHT TO SILENCE**

11. The facts set out above clearly reveal that the legal effect of the subpoena, compelling Mr Smith (without an option to remain silent) to make a statement in respect of the allegations against him, deprives Mr Smith of his right to remain silent. This is because:
  - 11.1. Although the subpoena rightly points to the inadmissibility in subsequent criminal prosecutions, of self-incriminating statements made before the Commission (Regulation 8(2) of the Commission Regulations), this does not in any way preclude or prohibit police investigators and/or prosecutors from relying on and using such incriminating statements to the detriment of Mr Smith.

# *Yousha Tayob*

## **ATTORNEY**

- 11.2. Self-incriminating statements made at the Commission may also be used to obtain other incriminating evidence as a result.
- 11.3. If Mr Smith proceeds to make a statement in compliance with the subpoena, it will result in his right to remain silent in respect of the current and any subsequent criminal investigation being nullified, more so if his statement should end up including self-incriminating statements.

### **RELIEF SOUGHT**

12. It is therefore Mr Smith's request that:
  - 12.1. the Chairperson considers the concern/s detailed herein, and cancel, alternatively amend and reissue the subpoena in a manner that does not deprive Mr Smith of his right to remain silent.
  - 12.2. Should the Chairperson be inclined to dismiss this request on the strength of this letter, we seek an opportunity to make representations (written or oral) before the Chairperson makes a final decision in this regard.
13. Should this request be declined, we hold instructions to launch review proceedings. We hope that this will not eventuate.

Yours faithfully

YOUSHA TAYOB



**SEARCH AND SEIZURE WARRANT**

[Section 21 read with section 20 and Chapter 2 of the Criminal Procedure Act, 1977(Act No. 51 of 1977) (CPA)]

\*Delete which is not relevant

✓ TO: Ayanda Plaatjie

Rank: Captain:

Persal No: 7018249-3,

Name of Unit: **Serious Corruption Investigation Gauteng.**

Reference: Case docket: **SANDTON CAS 302/12/2018** – Corruption.

**WHEREAS** it appears to me from information on oath provided by a police official involved in an investigation into the commission or otherwise suspected commission of offences(s) listed below, that there **are reasonable grounds for reasonably believing** that-

**A. The following offences** have been committed, namely ;

**Contravention of Section 8(1) of the Prevention and combatting of corrupt activities act, Act 12 of 2004, read with Sections 1,2,3,24,25 and 26 of the said Act;**

**ALTERNATEVELY**

**Contravention of Section 10(a) of the Prevention and Combatting of Corrupt Activities Act, Act 12 of 2004, read with Sections 1,2,3,24,25 and 26 of the said Act;**

**(Offences of receiving or offering of an unauthorised gratification by or to a party to an employment relationship)**

**This offence had occurred during the year 2014/2016 where installations of expensive equipment were installed at the suspect's residence at number 21 Snipe Street, Honey hills, Roodepoort. The said equipment(s) were allegedly purchased and paid for by Bosasa Operations (Pty) Ltd and or its employees.**

**B. The articles capable of seizure which\*are concerned and may afford evidence/are intended to be used in the commission or suspected commission of the said offences(s) are listed (as attached hereto); and are the following:**

A.P

Private Bag X1, Roodepoort 1725

2019-08-05

MG-ROODEPOORT

1

T.M.A

**NVR Network Video Recorder, full electric fence, full internet protocol (IP), uninterrupted power supplies (UPS), network switch, video splitters, two screens, internet protocol (IP), cameras and router. The serial numbers are unknown at the present moment but might or will be identified by the witness.**

(B) Such Articles:

(i) are upon or at the following premises within my area of jurisdiction, namely, **number 21 Snipe Street, Honey Hills, Roodepoort.**

(ii) otherwise are under the control of or upon the following person who currently resides within my area of jurisdiction: **Mr Vincent Smith, ID number: 600718 5198 081**

**THEREFORE THERE IS A NEED** to search for and seize said articles at the premises and under the control of or upon the identified person. **(Vincent George Smith)**

**YOU ARE HEREBY AUTHORISED AND REQUIRED** within the context of the performance of all relevant duties to –

Enter the premises and approach the identified person during the day time and search the premises for the articles (listed as attached hereto) and to seize any such articles that are found and exercise any further powers and perform any further duties in relation to such seized articles as set out in Chapter 2 of the CPA, and

- Any person whose rights in respect of any search or article seized under this warrant have been effected is entitled to a copy of this warrant, together with a copy of the supporting affidavit under oath.

The police official in charge of this search and seizure will during the search and seizure be assisted by the following police official (Indicate Full Names, Rank, Persal no, Station/Unit/Division/Office):

Full names	Rank	Persal no:	Station/Division/Office	Contact Details
George Kwena Motlhamme	Colonel	060666-6	Serious Investigation: Gauteng	082 778 7890

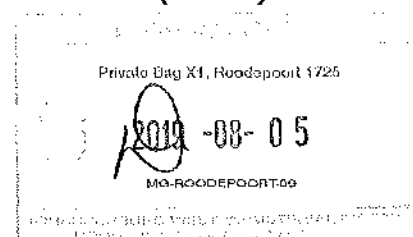
Private Bag X1, Roodepoort 1725

2019-08-09

MG-ROODEPOORT-00

<b>Charles Neven</b>	<b>Captain</b>	<b>7053482-9</b>	<b>SCI: Gauteng</b>	<b>071 481 3559</b>	✓
<b>Given Makhubele</b>	<b>W/O</b>	<b>7022778-1</b>	<b>SCI:Gauteng</b>	<b>082 444 4224</b>	X
<b>Nare Jonas Tauatswala</b>	<b>W/O</b>	<b>0546129-4</b>	<b>SCI: Gauteng</b>	<b>071 481 3704</b>	✓
<b>Tlou Martin Nailana</b>	<b>Sgt</b>	<b>7052613-3</b>	<b>SCI: Gauteng</b>	<b>073 723 8839</b>	✓
<b>Raisibe Leah Morulane</b>	<b>Sgt</b>	<b>1896211-4</b>	<b>SCI: Gauteng</b>	<b>083 671 9620</b>	✓
<b>Nombuyiselo Wiso</b>	<b>Cst</b>	<b>7149419-7</b>	<b>SCI: Gauteng</b>	<b>083 668 7591</b>	✓
<b>Simpfiwe Tyantini</b>	<b>Cst</b>	<b>0538854-6</b>	<b>SCI: Gauteng</b>	<b>079 693 7561</b>	X
<b>Vusumzi Siralile</b>	<b>Cst</b>	<b>7164001-1</b>	<b>SCI: Gauteng</b>	<b>078 841 4982</b>	✓
<b>Nozipho Theodorah Ngomane</b>	<b>Cst</b>	<b>7184487-2</b>	<b>Photographer LCRC</b>	<b>067 609 9679</b>	✓
<b>MT Gxarha</b>	<b>Cst</b>	<b>7184491-1</b>	<b>Photographer LCRC</b>	<b>082 672 4357</b>	✓

Given Under my hand

At Roadport on this 5 Day of August (Month) 2019 (Year)



SIGNATURE

INITIALS AND SURNAME: A DAVIE

DESIGNATION: ..... ADDITIONAL MAGISTRATE .....

AREA OF JURISDICTION: ..... ROODEPOORT .....

Private Bag X1, Roodepoort 1725
2019 -08-05
MG-ROODEPOORT
Date Stamp:



A.P

T.M.N



# *Yousha Tayob* **ATTORNEY**

Your reference: RPS18/0135/ARN

Our reference: YOUSHA/3144/YT

Date: 24 January 2020

## **THE CHAIRPERSON**

**JUDICIAL COMMISSION OF INQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE CORRUPTION AND FRAUD INCLUDING ORGANS OF STATE  
(ZONDO COMMISSION)**

**ATT: BRIGITTE SHABALALA**

**PER EMAIL: [inquiries@sastatecapture.org.za](mailto:inquiries@sastatecapture.org.za)  
[alann@commissionsc.org.za](mailto:alann@commissionsc.org.za)**

Dear Sir/Madam,

**RE: REQUEST FOR INFORMATION REQUIRED FOR PURPOSES OF THE  
JUDICIAL COMMISSION OF ENQUIRY INTO ALLEGATIONS OF STATE  
CAPTURE, CORRUPTION AND FRAUD IN THE PUBLIC SECTOR  
INCLUDING ORGANS OF STATE**

## **INTRODUCTION**

We refer to the above matter and to your letter to Brumilda Doreen Smith ("Ms BD Smith") dated 12 December 2019. Some of the enquiries made in this correspondence are in respect of Vincent George Smith, who is Ms BD Smith's father.

We confirm that we act for Mr Vincent George Smith ("Mr Smith"), the implicated person, who is the father to Ms. BD Smith, and consequently we also act for Ms BD Smith.

Kindly accept our apology for the delay in giving a substantive reply to your letter. Due to the Christmas holidays and limited availability of counsel in the early weeks of this year, client was only able to obtain advice at this time.

In your above mentioned letter, Ms BD Smith is requested to provide answers to certain questions as well as provide specified documents in electronic format, if she has them in her possession.

You will recall that in October 2019, Mr Smith was afforded an opportunity to make written representations in respect of objections he had made resisting a subpoena by the Commission, and his written submissions were delivered to the Commission on or about 18 October 2019. To date, we have not been informed of the Chairperson's ruling on Mr Smith's submissions.

Yousha Tayob BA LLB (University of Witwatersrand)

VAT Registration Number: 4250179373

Recipient of the pmr.africa Diamond Arrow Award for 2010, 2011, & 2016 (Muslim Business) and  
Golden Arrow Award for 2012, 2013, 2014 & 2015 (Muslim Business)

# *Yousha Tayob*

## **ATTORNEY**

Considering the father-daughter relationship stated above, you will agree with us that Ms BD Smith is not a compellable witness in respect of testimony that may be used against her father.

Furthermore, pending the final outcome of the Chairperson's ruling on the submissions Mr Smith made in October 2019, we have advised Ms BD Smith, and she has accepted our advice, that any information she may provide to the Commission before a ruling is made on Mr Smith's submissions may render such submissions moot.

In the circumstances, Ms BD Smith wishes to indicate to the Commission that she is willing and open to assisting the Commission in its work. However, she will only do so once, and if the outcome of the Chairperson's ruling confirms that Mr Smith is compelled to answer to matters implicating him.

Yours faithfully

  
**YOUSHA TAYOB**

---

**AFFIDAVIT IN RESPONSE TO VINCENT SMITH**

---


I, the undersigned,

**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

hereby make an oath and state the following:

1. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my knowledge and belief are both true and correct.
2. This affidavit is submitted for purposes of providing evidence to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector, including Organs of State ("the Commission") in response to the affidavit of **VINCENT SMITH**.
3. **AD PARAGRAPH 1 AND 2**
  - 3.1 I admit the contents of these paragraphs.
4. **AD PARAGRAPH 3**
  - 4.1 I deny that the allegations in this paragraph are in fact true as will be shown hereunder and in further evidence .

 1  
Nxm

5. **AD PARAGRAPH 4**

5.1 I accept this contention.

6. **AD PARAGRAPH 5 AND 6**

6.1 I have no knowledge of the facts set out herein.

7. **AD PARAGRAPH 7, 8 AND 9**

7.1 I admit that I have no knowledge of the facts set out in these paragraphs save for stating that these might have been made by the media.


8. **AD PARAGRAPH 11 (11.1 AND 11.3)**

8.1 I cannot comment on the content of these paragraphs.

9. **AD PARAGRAPH 11.4**

9.1 I note the content of this paragraph and I will abide by the regulations and directives of the Commission.

10. **AD PARAGRAPH 12**

 2  
NXM



10.1 I note the contents of this paragraph and I leave this aspect to the Honourable Chair to direct.

11. **AD PARAGRAPH 13 AND 14**

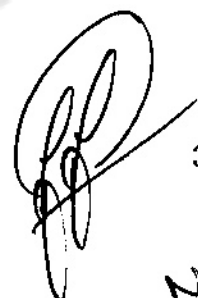
11.1 Save for noting the facts set out therein, I again abide by the directives and findings that the Commission will decide when the final report is handed down.

12. **AD PARAGRAPH 15 (15.1 AND 15.2)**

12.1 Save for noting the contentions of **VINCENT SMITH**, I state that **VINCENT SMITH** assisted Bosasa as at that stage he was the Chairperson of the Portfolio Committee especially in relation to tenders and oversight that would be awarded relating to Correctional Services and others.

12.2 My personal observations in my contact with the **LATE GAVIN WATSON** and **VINCENT SMITH** was that after the meeting he did indeed assist the **LATE GAVIN WATSON** and Bosasa by ensuring, due to the position that **VINCENT SMITH** held, that Bosasa would not be excluded from any contracts and that further the tenders and contracts in fact continued.

12.3 **VINCENT SMITH** in the position that he held could indeed as chairman examine and check on all tenders received.



3  
Ntun

12.4 In regard to the remaining facts, I state that the Commission will, after hearing all the evidence, make its findings and issue directives.


12.5 In order to assist the Commission, I am attaching messages between myself and the **LATE GAVIN WATSON** relating to his interaction with **VINCENT SMITH** in respect of the Department of Correctional Services tender and the contract which Bosasa had tendered for. It was during the end of 2016 and the beginning of January 2017 when I was at home recovering from my health problems due to being hospitalised. I was on a medicinal drip and oxygen at home however I was still working and I had to finish the opening protocols and GANTT charts.

12.6 These GANTT Charts were required for the submission to the Department to ensure full compliance with the contractual operational requirements. At that stage Bosasa had only received seven of the ten Management Areas, and on the **LATE GAVIN WATSON**'s instruction.

12.7 **VINCENT SMITH** was knowingly fully assisting the **LATE GAVIN WATSON** and Bosasa and was in contact with the design makers and people at DCS.

12.8 Annexures of the messages are attached as "AG1".

13. **AD PARAGRAPH 16**



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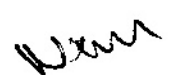
13.1 I note the contentions of **VINCENT SMITH** and state that he was in fact, as Chairperson, empowered to see and examine all tenders under the Departments that he had oversight on. After the meeting held at the hotel, **VINCENT SMITH's** attitude indeed changed in respect of Bosasa and its contracts.

13.2 **VINCENT SMITH's** position as chairperson was an important factor which the **LATE GAVIN WATSON** needed to ensure that Bosasa could secure all future contracts and tenders.

14. **AD PARAGRAPH 17**

14.1 Save for noting the contentions of this paragraph, I state further that **VINCENT SMITH** was an integral part of the Bosasa operations in particular with the department of Correctional Services and its related entities. **VINCENT SMITH** had previously been a problem for the **LATE GAVIN WATSON** however once the **LATE GAVIN WATSON** secured **VINCENT SMITH's** loyalty towards Bosasa, the future contracts and previous problems that had surfaced on previous occasions no longer became an issue for the **LATE GAVIN WATSON** and Bosasa.

14.2 I state further that after all the evidence has been heard, the Commission can determine the extent and role played by **VINCENT SMITH** including his importance towards the **LATE GAVIN WATSON**, who had to ensure he supported Bosasa's operations.



15. **AD PARAGRAPH 18 TO 44**

15.1 Save for noting the contents of these paragraphs, I have no personal knowledge of these facts and I cannot reply to same.

16. **AD PARAGRAPH 21.3**

16.1 I am referring to and attaching the confirmation and invoice from Blakes Travel for the hiring of a motor vehicle for **VINCENT SMITH's** daughter who was visiting in South Africa for holiday / recess. This vehicle was booked for and paid by Bosasa and the voucher was in the name of **SMITH** from Avis car hire dated 18 December 2016. A copy of the confirmation and invoice are attached as "**AG2**".

16.2 I am also attaching the documentation relating to the payment by Bosasa of the university fees of **VINCENT SMITH's** daughter in Wales. A copy of same is attached as "**AG3**".

16.3 The first payment was from an attorneys trust account who held money for Bosasa and acted on the **LATE GAVIN WATSON's** instructions which was referred to as payment for a motor vehicle accident on 5 August 2016. An amount as agreed to by the **LATE GAVIN WATSON** and as instructed to Euroblitz 48 Proprietary Limited, a company of **VINCENT SMITH's** for the amount of R 395 000.00.





16.4 There was a further amount as instructed by the **LATE GAVIN WATSON** which Jaques van Zyl paid from Bosasa in cash in the amount of R 266 667.00 to **VINCENT SMITH's** designated account.

16.5 I state further that when we met at the hotel in Rivonia with Mr. Seopela, Mr. Masukulu and Mr. Smith I actually collected the **LATE GAVIN WATSON** and drove with him to the said meeting. Since this meeting, the **LATE GAVIN WATSON** built up a very good relationship with **VINCENT SMITH**.

17. **AD PARAGRAPH 45 (45.1 TO 45.4)**


17.1 I have noted the submissions and I believe the Honourable Chair will decide on this application for condonation and assistance to civil servants and activists.

18. **AD PARAGRAPH 46.1 TO 46.7**

18.1 I note the contents of these paragraphs but I have no knowledge of the facts contained therein.

19. **AD PARAGRAPH 46.8**

19.1 Save for noting the contents of this paragraph, I state that from my own knowledge that even when I went to Cape Town on the instructions of the

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**LATE GAVIN WATSON**, with Mr. GIBSON NJENJE to meet with **VINCENT SMITH**, I took the Bosasa brochures with me.

19.2 The meeting with **VINCENT SMITH** was arranged by **CEDRIC FROLICK**.

19.3 It was a brief meeting and not a very amicable meeting. **VINCENT SMITH** was seemingly annoyed at our presence. The amount of preparation, energy and expenditure that Bosasa and the **LATE GAVIN WATSON**, that I have testified to previously, will illustrate the efforts that the **LATE GAVIN WATSON** went to, to ensure **VINCENT SMITH** favoured Bosasa to ensure that he was on board for the future. GIBSON NJENJE was present with me when we met with **VINCENT SMITH**.

20. **AD PARAGRAPH 46.9 TO 46.12**

20.1 Save for noting the contents of these paragraphs, **VINCENT SMITH** has not been candid, as all these initiatives for assistance he refers to occurred after the meeting at Rivonia.

20.2 I could see at the meeting that this was the first real interaction between **VINCENT SMITH** and the **LATE GAVIN WATSON**. From that time onwards their relationship flourished and was very good, especially for Bosasa.



20.3 I was not present at the funeral service and I cannot comment on the facts set out.

20.4 I can confirm that it is indeed correct that where the **LATE GAVIN WATSON** benefitted for himself and his businesses financially, he was indeed very generous and showed his gratitude for the relationship.

21. **AD PARAGRAPH 47**

21.1 I dispute the contents most emphatically as set out in this paragraph.

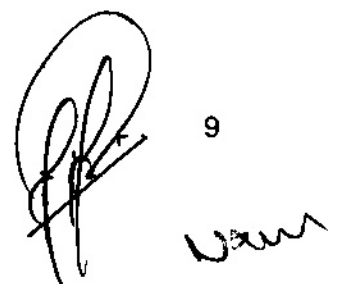
21.2 **VINCENT SMITH** in the position he held and with his connections with the Government and its officials became an integral part of the Bosasa Group.

21.3 The **LATE GAVIN WATSON** used his relationship with **VINCENT SMITH** to its full extent and utilised his network whenever he needed after the meeting in Rivonia. The **LATE GAVIN WATSON** also made sure that **VINCENT SMITH's** family was looked after as and when he required.

22. **AD PARAGRAPH 48**

22.1 I admit the contents of this paragraph.

23. **AD PARAGRAPH 49 TO 50**



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23.1 I have noted the contents of these paragraphs and state that up and until Mr. **GIBSON NJENJE** and myself were instructed to go to Cape Town I had not had any interaction nor meetings with **VINCENT SMITH**.

24. **AD PARAGRAPH 51**

24.1 I deny the facts as set out herein in that it was only after the meeting held in Rivonia that **VINCENT SMITH** and his relationship with the **LATE GAVIN WATSON** flourished and thereafter **VINCENT SMITH** became pro Bosasa which he was not before.

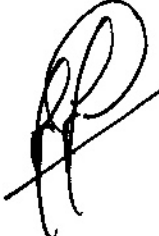
25. **AD PARAGRAPH 52**

25.1 Save for noting the contents of this paragraph, I dispute the facts and allegations of **VINCENT SMITH** as he was in fact a major problem for Bosasa and the **LATE GAVIN WATSON**. As such the **LATE GAVIN WATSON** wanted to and needed to ensure that he formed a relationship with **VINCENT SMITH**.

26. **AD PARAGRAPH 52**

26.1 I deny the contents of this paragraph.

26.2 After the meeting at the hotel in Rivonia the **LATE GAVIN WATSON** and Bosasa Group had the full support and favour of **VINCENT SMITH**.

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27. **AD PARAGRAPH 53**

27.1 I state that after the meeting at the hotel there were further meetings held on a regular basis with **VINCENT SMITH** where the **LATE GAVIN WATSON** and Mr. Seopela attended. They were usually held at rooms at hotel establishments, where one could book a room for a day or longer if needed.

28. **AD PARAGRAPH 54**

28.1 I deny these allegations as prior to the meeting at the hotel, the **LATE GAVIN WATSON** had always made it known that **VINCENT SMITH** was not in favour of Bosasa.

28.2 If **VINCENT SMITH** is correct in this respect, there would have been no need to arrange the trip to Parliament via **CEDRIC FROLICK**. I was personally there and saw the attitude of **VINCENT SMITH** in Cape Town.

28.3 After the hotel meeting in Johannesburg, **VINCENT SMITH** with his relationship with the **LATE GAVIN WATSON** was extremely helpful and assisted Bosasa.

29. **AD PARAGRAPH 55**



29.1 Save for stating that **VINCENT SMITH** was not ambushed as the meeting had been arranged by **CEDRIC FROLICK**. It is correct that this was the first time I met him personally at his office in Parliament.

30. **AD PARAGRAPH 56**

30.1 I agree with the content of this paragraph.

31. **AD PARAGRAPH 57**

31.1 I will deal with the facts as set out in my affidavits and testimony.

32. **AD PARAGRAPH 58**

32.1 Save for confirming the meeting, I stand by the contents of my affidavit and evidence given at the Commission.

33. **AD PARAGRAPH 59**

33.1 I deny these allegations as there was no need to have held a meeting for an official profile to be presented in some hotel room.

33.2 This could have been done at the offices of **VINCENT SMITH** or at Bosasa's office park.



34. **AD PARAGRAPH 60**

34.1 I deny the contents and I confirm that Mrs. Ngwenya was present at the meeting held at the hotel in Rivonia Road .

35. **AD PARAGRAPH 61**

35.1 I dispute this as the **LATE GAVIN WATSON** had in fact met **VINCENT SMITH** the day before the meeting. On that same evening, I was not present with the **LATE GAVIN WATSON** and **VINCENT SMITH** but the **LATE GAVIN WATSON** told me that he had discussed the position of Bosasa and the DCS as that was the whole purpose of the initial Cape Town visit and also the reason for the meeting at the hotel.

36. **AD PARAGRAPH 62**

36.1 I state that this might have been the position at the beginning but as seen thereafter **VINCENT SMITH's** whole attitude changed after the meeting at the hotel and when he built up a relationship with the **LATE GAVIN WATSON**.

37. **AD PARAGRAPH 63**

37.1 I dispute the allegations herein as this was the discussion at the hotel and further I have attached proof of certain payments made by Bosasa to



**VINCENT SMITH** and/or his family and I am aware of the payments being made to him.

38. **AD PARAGRAPH 64**

38.1 Save for confirming our meetings held at Clearwater Mall I deny that on occasions **VINCENT SMITH** did not receive monies.

39. **AD PARAGRAPH 65**

39.1 I state that the meeting at the hotel was in order and as facilitated by the **LATE GAVIN WATSON** and the **LATE GAVIN WATSON** then in his discussion with **VINCENT SMITH** made the necessary arrangements for gratification in exchange for his support for Bosasa.

40. **AD PARAGRAPH 66 AND 67**

40.1 I confirm the contents of my affidavits and further as set out above there were several further meetings held with **VINCENT SMITH**.

40.2 I did not attend all of them but I know from **GAVIN WATSON** that they were held at hotels where you can book a room for the day and initially Mr. Seopela attended those meetings with **VINCENT SMITH**.

41. **AD PARAGRAPH 68**





41.1 I confirm the contents of para 24.5 of my affidavit and I dispute **VINCENT SMITH's** denial.

42. **AD PARAGRAPH 69 AND 70**

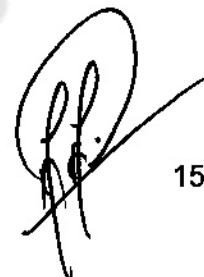
42.1 I have no personal knowledge of how long **VINCENT SMITH** knew Mr. Seopela but at a certain stage the **LATE GAVIN WATSON** had a dispute with Mr. Seopela. The **Late Gavin Watson** did not include Mr. Seopela in his further dealings with **VINCENT SMITH** and asked me to inform him.

43. **AD PARAGRAPH 71 AND 72**

43.1 I confirm my affidavit at paragraph 24.6 and state further that the **LATE GAVIN WATSON** instructed and decided that **VINCENT SMITH** in view of their relationship (that had now been cemented and was flourishing in favour of the Bosasa Group of companies) that the **LATE GAVIN WATSON** would continue with the payments.

44. **AD PARAGRAPH 73 AND 74**

44.1 I confirm the contents of my affidavit at paragraph 24.7 and state further that I do not dispute the position of Mr. Modise but I have personal knowledge of the events during that time period and the extension of further contracts and further work with the DCS.



44.2 I am aware from the **LATE GAVIN WATSON** and myself that the previous difficulties were all overcome and it was allegedly due to **VINCENT SMITH** and his network and positions that he had held and as the evidence will show Bosasa continued with the DCS work.

45. **AD PARAGRAPH 75**

45.1 I have no knowledge of this fact and cannot admit nor dispute same, save for the above I can confirm that the Bosasa Group continued with the work and contracts with the DCS.

46. **AD PARAGRAPH 76**

46.1 I deny the contents of this paragraph and I repeat what I have set out above in regards to **VINCENT SMITH** and the payments he received from the **LATE GAVIN WATSON** and Bosasa.

47. **AD PARAGRAPH 77 AND 78**

47.1 Save for confirming the contents of my affidavit at paragraph 24.8 I do not dispute the further fact set out therein.

48. **AD PARAGRAPH 78 AND 79**



48.1 I confirm the contents of these paragraphs and state that all these arrangements were attended to on the instruction of the **LATE GAVIN WATSON** and I was aware of same as I had to sign off on the expenditure and equipment installed.

48.2 I would defer to **RICHARD LE ROUX** as to what work and equipment was installed and maintained.

49. **AD PARAGRAPH 80**

49.1 I admit the contents of this paragraph.

50. **AD PARAGRAPH 81 AND 82**

50.1 I admit that I did receive calls from **VINCENT SMITH** in respect of a fault, which I believe was the router at one stage but the **LATE GAVIN WATSON** instructed that **VINCENT SMITH's** requests had to be dealt with immediately as he was an important person to him.

50.2 I have no knowledge of the other documents requested and would leave it to the Commission to deal with to assist **VINCENT SMITH's** legal team.

51. **AD PARAGRAPH 83**

A handwritten signature in black ink, consisting of a stylized 'R' followed by a horizontal line.

51.1 I confirm the correctness and facts of my affidavit at paragraphs 24.9 to 24.12 and state further and I deny that these were loans.

51.2 The instruction came from the **LATE GAVIN WATSON** for the payments to be made to **VINCENT SMITH** to Euroblitz 48 Proprietary Limited and the **LATE GAVIN WATSON** instructed that the first payment would come from an attorney's trust account which I have attached as "**AG4**" and the reference was for a car accident.

52. **AD PARAGRAPH 84 AND 85**

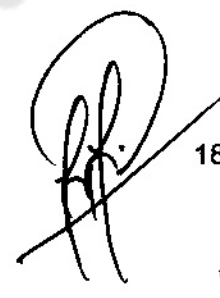
52.1 I deny that these were loans to **VINCENT SMITH**.

52.2 There was a direct instruction from the **LATE GAVIN WATSON** to pay these for the university fees and expenses of **VINCENT SMITH'S** daughter.

52.3 **VINCENT SMITH** knew that the **LATE GAVIN WATSON** had paid these monies to him and arranged for the payments.

53. **AD PARAGRAPH 86**

53.1 I deny any loan agreement and repayment as **VINCENT SMITH** knew and had discussed the payments with the **LATE GAVIN WATSON**. He thereafter instructed Mr. van Zyl to deposit cash and thereafter the further

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amount was paid from an attorney's trust account to the designated account that **VINCENT SMITH** had arranged with the **LATE GAVIN WATSON**.

53.2 I have no knowledge of any investment. I merely assisted the **LATE GAVIN WATSON** and he and **VINCENT SMITH** had made the arrangements for the monies.

54. **AD PARAGRAPH 87**

54.1 I deny this as I found out that Rahadkhishna was the shareholder on his return from Natal.

54.2 If there was a *bona fide* loan, there would have been a written loan agreement in place.

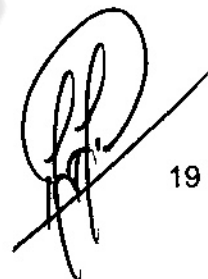
55. **AD PARAGRAPH 88**

55.1 I note the contents and refer **VINCENT SMITH** to the Commission to give him an opportunity to deal with this aspect.

56. **AD PARAGRAPH 89**

56.1 I deny this and confirm my affidavit and testimony where **VINCENT SMITH** received further payments.

57. **AD PARAGRAPH 89**



57.1 I deny most emphatically that these were loans and I invite **VINCENT SMITH** to present to the commission the loan agreement.

57.2 It is clearly a position that he has taken to avoid the truth and he is not being candid with the Commission in this regard.

57.3 My testimony before the Commission related to persons and entities that received gratifications in return for tenders, extensions and work for the Bosasa Group.


57.4 I will respectfully leave it to the Commission and the Honourable Chair to decide whether there were any favours provided by **VINCENT SMITH** as he refers to them after all the evidence is presented before him.

58. **AD PARAGRAPH 91**

58.1 I deny the facts and I repeat there was never a loan agreement entered into between myself and **VINCENT SMITH** and he is not being truthful or candid in this respect.

59. **AD PARAGRAPH 92**

59.1 Save for admitting that there were further meetings held, it is correct that after the meeting at the hotel in Rivonia, **VINCENT SMITH** was on a much

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better basis with me, however his relationship was always with the **LATE GAVIN WATSON**.

60. **AD PARAGRAPH 93**

60.1 I admit that **VINCENT SMITH** referred my son for a position but that further his application and qualifications were all attended to through the Human Resources Department.

60.2 I state further that this was not work related and I agree that it was not involved with Bosasa.

60.3 I admit the text message sent by my son.

60.4 I admit further that I had provided a reference for **VINCENT SMITH'S** son to assist him with a personal problem and I referred **VINCENT SMITH** to the relevant medical expert who I had seen good work and results from.

61. **AD PARAGRAPH 94**

61.1 I note the content of this paragraph and state that there was never any loan agreement between **VINCENT SMITH** and myself.

61.2 I again request him to provide the Commission with the said loan agreement.



61.3 I confirm that the monies came from Bosasa and the **LATE GAVIN WATSON** as arranged between **VINCENT SMITH** and the **LATE GAVIN WATSON** and had nothing to do with me. I merely assisted in respect of the one amount via the attorneys trust account to be paid to the account that **VINCENT SMITH** had nominated.

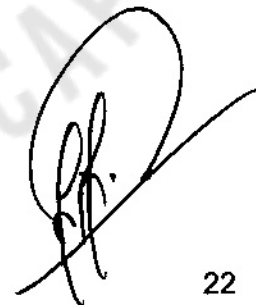
61.4 I state further if it was a loan it would not have been paid into a company account it would have been paid directly to **VINCENT SMITH** and there would have been a written loan agreement and terms of re-payment therein.

61.5 If **VINCENT SMITH** contends that it was a loan he would have and should have disclosed same in the relevant Parliamentary records.

62. **AD PARAGRAPH 95**

62.1 It is correct that **VINCENT SMITH** mentioned that he had shares in a Waterfall Consortium but I told him, which he understood, that it was not my money but that of the **LATE GAVIN WATSON** and/or Bosasa and there never was any loan from me to him. He then said he would sell the shares and I again told him, as he well knows, that it was not my money but that of the **LATE GAVIN WATSON** and/or Bosasa and he could speak to the **LATE GAVIN WATSON** as he had paid him the monies.

63. **AD PARAGRAPH 96**





63.1 I cannot admit or deny these facts as this was the decision that **VINCENT SMITH** made.

64. **AD PARAGRAPH 97**

64.1 I admit the contents of this paragraph.

65. **AD PARAGRAPH 98**

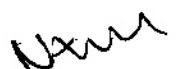
65.1 I deny these facts and I refer to my response above setting out the previous relationship and attitude adopted by **VINCENT SMITH** as well as his about-turn after meeting with the **LATE GAVIN WATSON** at the hotel and the relationship that developed thereafter between him and the **LATE GAVIN WATSON**.

66. **AD PARAGRAPH 99**

66.1 I repeat and confirm my affidavit in this regard.

67. **AD PARAGRAPH 100**

67.1 Save for the response and messages and my own knowledge and as history has shown where Bosasa has benefitted and continued with DCS work, I dispute that **VINCENT SMITH** had no knowledge of DCS as he assisted



Bosasa through his position and network to continue with its DCS work extensions and further work.

68. **AD PARAGRAPH 101**

68.1 I confirm my previous evidence in this regard and state that it is correct.

69. **AD PARAGRAPH 102**

69.1 I deny these allegations as I did indeed on occasions check and confirm with **VINCENT SMITH** as to the DCS position and I am aware that the **LATE GAVIN WATSON** did as well with **VINCENT SMITH**.

70. **AD PARAGRAPH 103, 104, 105 AND 106**

70.1 I confirm my oral testimony previously given and state further that the **LATE GAVIN WATSON** instructed me to book a motor vehicle for a Ms. Brunilda Smith on my VIP account held at Blakes Travel.

70.2 All these arrangements were made directly by **VINCENT SMITH** with the **LATE GAVIN WATSON**.

70.3 I was the person instructed by the **LATE GAVIN WATSON** to ensure the logistics were in place.



70.4 I was not the person who made the request or arrangements. This was done by **VINCENT SMITH** and the **LATE GAVIN WATSON**, I cannot comment on the reasons and facts as set out by **VINCENT SMITH** relating to his daughter's car hire which was paid for by Bosasa.

71. **AD PARAGRAPH 107 TO 111**

71.1 I cannot comment on these facts, save for stating that the invoices, labour costs and equipment should be available to work out the costs.

71.2 It is further clear that the equipment which was required was in fact installed and paid for by Bosasa as part of a special project.

72. **AD PARAGRAPH 112 AND 113**

72.1 I admit the facts in respect of the car hire for **VINCENT SMITH'S** daughter which was either booked on my VIP account at Blakes Travel and that same was in fact paid for by Bosasa.

72.2 I have no issue or dispute with **VINCENT SMITH'S** and I have set out the facts and information as to where the proof can be obtained for the said dates, bookings and payments.

73. **AD PARAGRAPH 114**

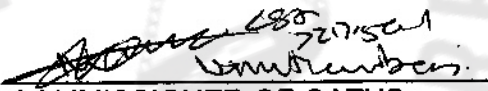


73.1 I note the content and submission and state that I deny same, however I would leave this to the Honourable Chair to decide and make findings and recommendations after he has heard all the evidence before him.

74. As noted, I have not dealt with each and every allegation in the **VINCENT SMITH's** affidavit and the failure to deal with any allegation should not be construed as any admission on my part as to either the truth or the correctness of same nor as a waiver of any of my rights.

  
ANGELO AGRIZZI

I certify that this affidavit was signed and sworn to before me at **JOHANNESBURG** on this the 04 day of **SEPTEMBER 2020** by the deponent who acknowledged that he knows and understands the contents of this affidavit, has no objection to taking this oath, considers this oath to be binding on his conscience and uttered the following words: 'I swear that the contents of this affidavit are both true and correct, so help me God.'

  
COMMISSIONER OF OATHS

Name: *rx muthembes*  
Address: *Tepaas and Douglas*  
Capacity: *Police officers*

<b>SOUTH AFRICAN POLICE SERVICE</b>
CLIENT SERVICE CENTRE
2020 -09- 04
DOUGLASDALE
<b>SOUTH AFRICAN POLICE SERVICE</b>

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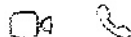


## Annexure "AG1.1"

03:50

Signal strength, Wi-Fi, and battery icons.

&lt; Gavin Watson



27 Aug 2016

No further payments we need to have a meeting with them before we get too involved and embroiled in their fight with the EFF this is going to be ugly. Nomvula is being sucked in as one of the funders which could back fire on us. Tlou has also confirmed this. GOD bless



Nxum

## Annexure "AG1.2"

06:09

&lt; Gavin Watson

Vincent Smith just got hold of me. He says let's wait until Tuesday because he is having a meeting tomorrow with ZM and Smallburger. GOD bless.

20:02

He called me as well What he said was to continue the prep meetings drafting documents we will convene on Tuesday at 14:00 then review our approach and adjust the three pronged approach But he didn't say we should halt it

20:09

Try call you on whatsapp

20:09

I agree. It is a three pronged approach our approach

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Nxw

## Annexure "AG1.3"

01:05  
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Gavin Watson  
consultants under control  
16 05

Vincent Smith just got hold of me. He says let's wait until Tuesday because he is having a meeting tomorrow with ZM and Smallburger. GOD bless.

He called me as well What he said was to continue the prep meetings drafting documents we will convene on Tuesday at 14:00 then review our approach and adjust the three pronged approach But he didn't say we should halt it

Try call you on whatsapp

  
Nxan

## Annexure "AG1.4"

01:05  
Search  
Gavin Watson  
20:09 ✓  
Try call you on whatsapp  
20:09 ✓

I agree. It is a three pronged approach, our approach, Vincent's approach and Cedrick's approach. When I said wait it is for the meeting for Tuesday to give us more information how to approach this thing. This is why he is having a meeting with Smallburger to give us more information on what's taken place in DCS.

Ok understood but by 0830 I need to confirm drafting papers otherwise we miss the deadline I will send you an explanatory



Nxum



**Annexure "AG2"**

<b>AVIS</b>		<b>CAR RENTAL VOUCHER</b>		<b>ISSUED BY</b> BRIAN – SURE BLAKES TRAVEL	
<b>RENTER'S NAME</b> MR B SMITH		<b>VOUCHER NUMBER</b> 0563898		<b>DATE ISSUED</b> 15/12/2016	
<b>RENTAL LOCATION</b> ROODEPOORT BRANCH		<b>RESERVATION NUMBER</b> 08766850ZA1		<b>AGENCY / COMPANY REFERENCE</b> 77234124	
<b>RENTAL DATE</b> 18 DECEMBER 2016	<b>RENTAL LENGTH</b> 17 DAYS	<b>CURRENCY – VOUCHER VALUE</b> ZAR		<b>BILLING INFORMATION</b> AV884091600004 SURE BLAKES TRAVEL RANDFONTEIN	
<b>RETURN LOCATION</b> ROODEPOORT BRANCH		<b>CAR GROUP CODE</b> CDMR			
<b>RATE CODE</b> TJ	<b>CORPORATE DISCOUNT NUMBER</b>	<b>TOUR CODE</b>			
<b>REMARKS</b>					



Nxum

## Annexure "AG3.1"

Unless your studies are to be funded by US Direct Federal Loan or Norwegian Lånebevilgning, or you are applying through one of our official partner agencies, please fill in the table below to indicate how you will pay your £2,000 non-refundable deposit. Instructions on how to pay your £2,000 non-refundable deposit are shown below.

<b>METHOD OF PAYMENT:</b>	<b>£2,000 non-refundable deposit</b>
Online Card Payment to Aberystwyth University at https://www.aberystwyth.ac.uk/online-payments/	
Direct payment by bank transfer to Aberystwyth University	BANK TRF

I confirm that I am able to support myself for the duration of the undergraduate course for which I have been offered a place

SIGNATURE

DATE: 16/02/2015

PLEASE COMPLETE AND RETURN THIS FORM AS SOON AS POSSIBLE TO THE UNDERGRADUATE ADMISSIONS OFFICE

(This form will be submitted online)

### The Aberystwyth University (AU) Deposit System (2015) - Explained

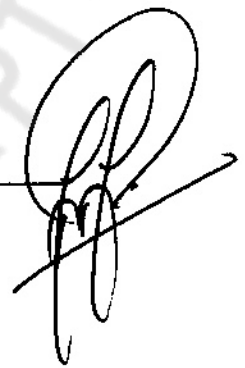
1. The AU Deposit System is a new online system which allows students to pay their £2,000 non-refundable deposit online. It is a secure system which allows students to pay their deposit online. It is a secure system which allows students to pay their deposit online.
2. Payment of the deposit may strengthen an application to study at Aberystwyth University and may also be used to fund the student's living costs during their studies.
3. The AU Deposit System is a new online system which allows students to pay their deposit online. It is a secure system which allows students to pay their deposit online. It is a secure system which allows students to pay their deposit online.
4. The AU Deposit System is a new online system which allows students to pay their deposit online. It is a secure system which allows students to pay their deposit online. It is a secure system which allows students to pay their deposit online.
5. Applicants who provide evidence that they have the financial resources to fund their studies will be exempt from paying the deposit.
6. Applicants who do not provide evidence that they have the financial resources to fund their studies will be required to pay the deposit.

Online Card Payment at

https://www.aberystwyth.ac.uk/online-payments/

Bank transfer (please transfer your payment to the following account details)

<b>Name of Bank:</b>	Lloyds Bank plc, 120, Queen Street, Cardiff, Wales, CF10 1AA, Wales, UK	
<b>Bank Sort Code:</b>	30 90 03	<b>Account Number:</b> 0200 1525
<b>Name of Account:</b>	Aberystwyth University	
<b>BANK Co:</b>	Lloyds Bank plc, 120, Queen Street, Cardiff, Wales, CF10 1AA, Wales, UK	<b>SWIFT BIC:</b> LLOYGB33



Nxm

## **Annexure “AG3.2”**

your situation, including whether you are eligible to register for Adjustment, please register

your first time, receive help and advice on [www.gps.gov.za](http://www.gps.gov.za) from opening a Bank Account to starting your studies.

As well as your personal needs and the needs of the community.

It is a challenge.

It is a challenge.

These adjusted conditions may include a condition that starting the loan report, please check out the details of the details of the condition and work with your advisors to understand the condition and what the situation is.

  
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## Annexure "AG3.3"

UCAS

### Confirmation Letter

AS12

Miss BD Smith  
PO Box 109  
Bergbron  
Johannesburg  
South Africa

11 April 2016  
11 April 2016  
11 April 2016  
11 April 2016

Dear Miss Smith,

We are pleased to inform you that your application for admission to the University of Johannesburg has been successful.

You are now a student of the University of Johannesburg and you are entitled to the student status of a student.

**This letter is official proof of your place, and can be used by education authorities and banks to confirm your student status. You may wish to print it to keep for your records.**

At the University of Johannesburg, we ensure that you are supported throughout your study and we will send you a letter of welcome to the University of Johannesburg. However, if you are thinking of deferring your entry to the University of Johannesburg, please contact the University of Johannesburg for further information.

**Please note you are now committed to this place.** If you now decide to withdraw from this offer, you will not be able to apply elsewhere in the same term. If you are unable to defer your entry, you will be applying for the next 2016 admission cycle. If you decide to withdraw from this offer, you will not be able to apply elsewhere in the same term.

You cannot now apply to another University until you have completed the University of Johannesburg. If you are unable to defer your entry, you will be applying for the next 2016 admission cycle. If you decide to withdraw from this offer, you will not be able to apply elsewhere in the same term.

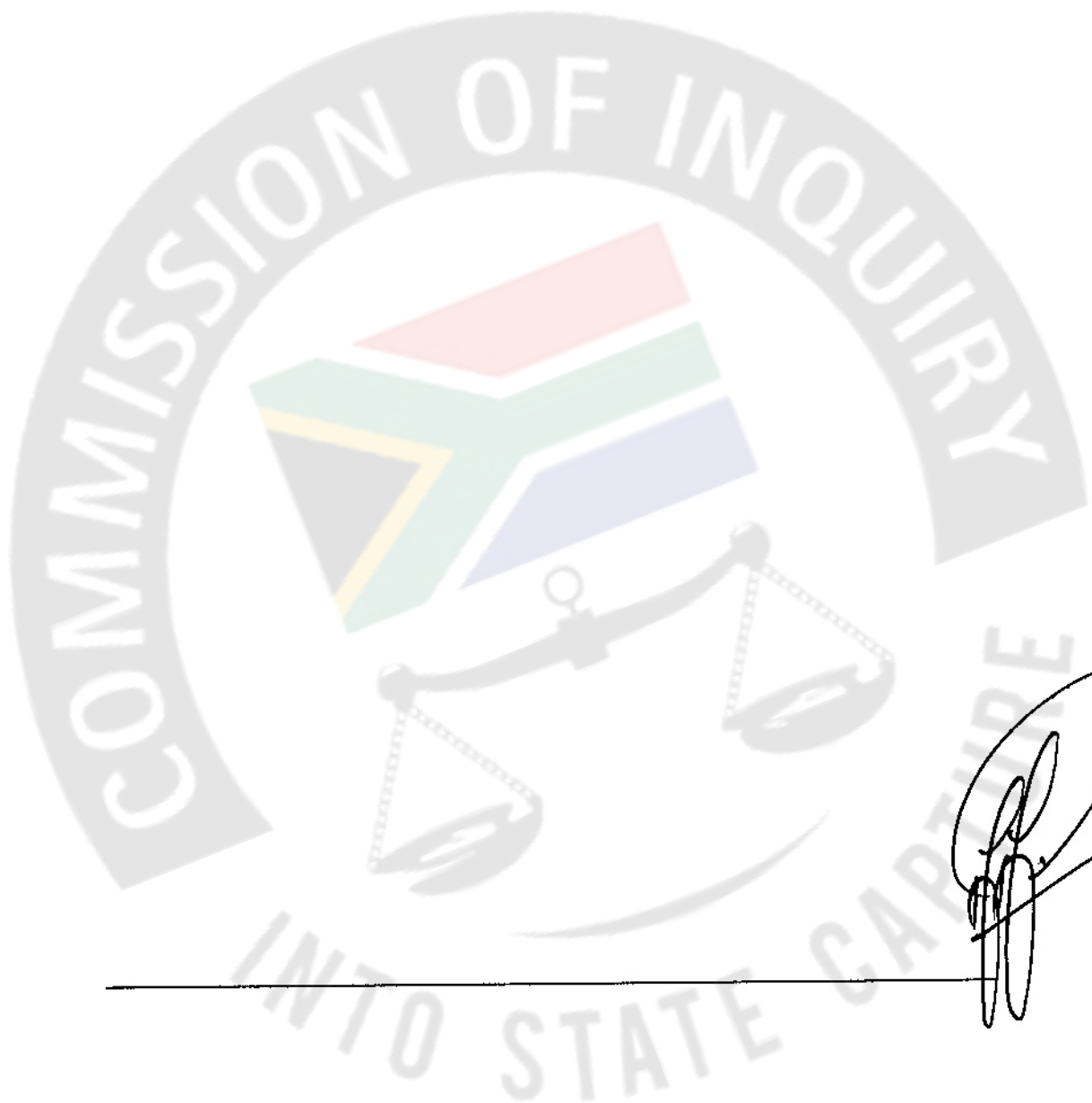
If you are a better qualified than you expected, you may be able to transfer a place to another institution. Please contact our Adjustment Services Unit for more information.



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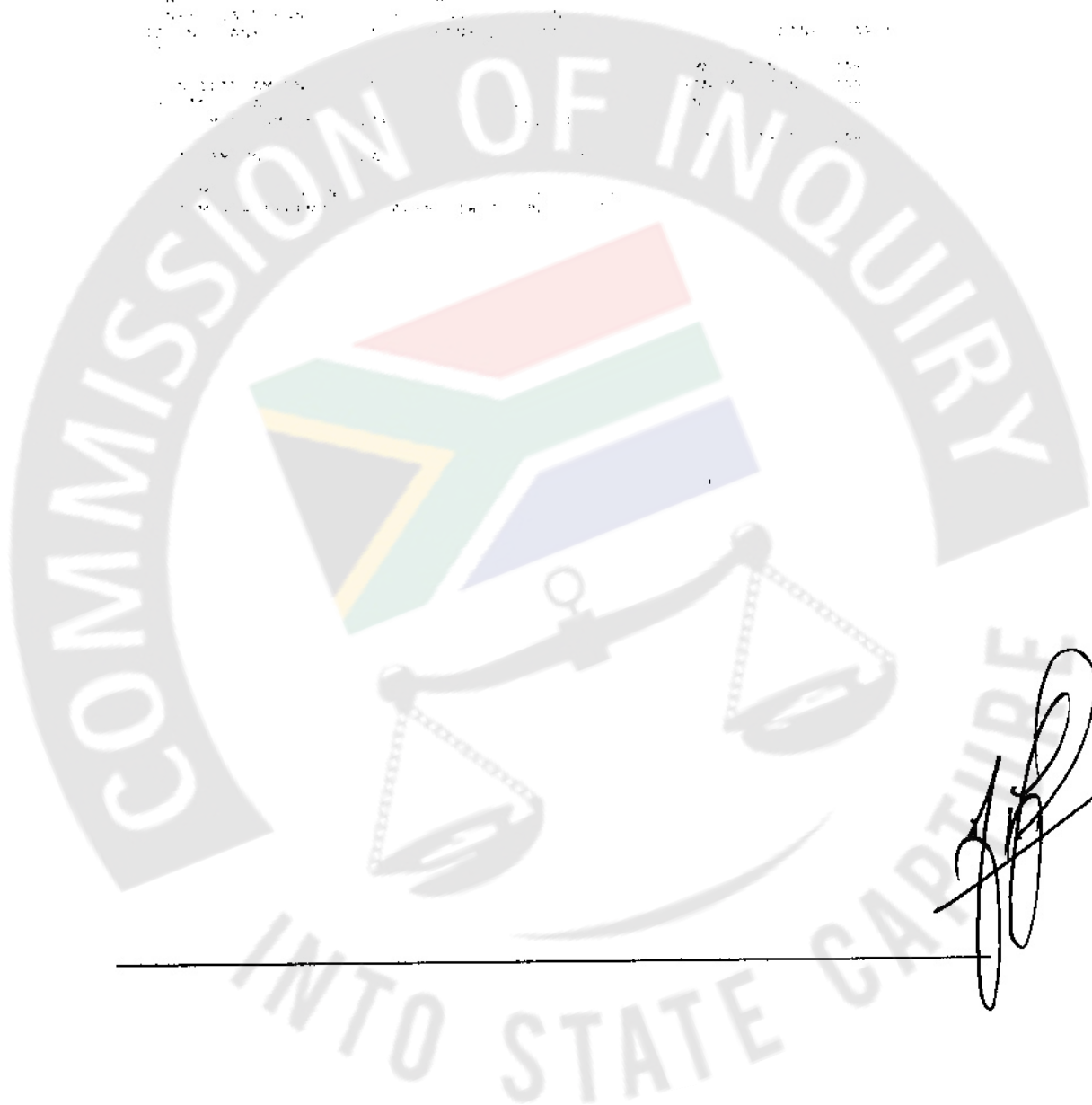


**Annexure "AG3.4"**



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Nxw

**Annexure "AG3.5"**

A handwritten signature in black ink, consisting of stylized, overlapping loops and lines.

NMM

## Annexure "AG3.6"

**From:** Vincent Smith <[vingeos@mweb.co.za](mailto:vingeos@mweb.co.za)>

**Date:** Monday, 11 May 2015 at 11:36

**To:** <[angelogrizzzi@icloud.com](mailto:angelogrizzzi@icloud.com)>

**Subject:** daughters study 2015 University Aberystwyth

Hi Chief,

This e mails refers to our discussions earlier this year. My daughter has been accepted to study at Aberystwyth University in Wales. She commences in September 2015 and I am in the process of finalising her trip. She leaves towards the end of June to finalise varsity accommodation and other related matters.

I am in the process of sorting out the funding requirements for her and hereby request any assistance in this regard. Funds can be deposited directly with the institution if that is more acceptable and I have thus attached relevant documentation/correspondence.

Kind regards



Nxm

## Annexure "AG4"

**Andries van Tonder**

---

**From:** Angelo Agizza  
**Sent:** Friday, August 5, 2016 05:50 AM  
**To:** Carlos Bonifacio; Andries van Tonder  
**Subject:** Payment - Trust account

This is for a good consultant that we cannot do this.

**From:** Angelo Agizza  
**Sent:** Friday, August 5, 2016 5:51 AM  
**To:** 'C. van Wyk' (c.vanwyk@cw-winc.co.za); Andries van Tonder (Andries.vanTonder@bosasa.com); Andries van Tonder (Andries.vanTonder@bosasa.com); Carlos Bonifacio (Carlos.Bonifacio@bosasa.com); Carlos Bonifacio (Carlos.Bonifacio@bosasa.com)  
**Subject:** Payment - Trust account

Morning Christo

Could you please effect a payment (Settlement) from the trust funds you have currently under the bosasa Operations (Pty) Ltd account into the following account:

Bank - First National Bank  
Branch Code - 251 704  
Account Holder - EUROBE 12 48 (Pty) Ltd  
Account Number - 6212 3700 818  
Amount - ZAR 395 076.00  
Reference - Car Accident Settlement

Effective 01 August 2016



Nxum



**BETTER COPY - NOT SIGNED**

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**AFFIDAVIT IN RESPONSE TO VINCENT SMITH**

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I, the undersigned,

**ANGELO AGRIZZI**

**(IDENTITY NUMBER: 671203 5468 085)**

hereby make an oath and state the following:

1. The facts contained herein fall within my own personal knowledge, unless the contrary appears from the contents hereof, and to the best of my knowledge and belief are both true and correct.
2. This affidavit is submitted for purposes of providing evidence to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector, including Organs of State ("the Commission") in response to the affidavit of **VINCENT SMITH**.
3. **AD PARAGRAPH 1 AND 2**
  - 3.1 I admit the contents of these paragraphs.
4. **AD PARAGRAPH 3**
  - 4.1 I deny that the allegations in this paragraph are in fact true as will be shown hereunder and in further evidence .

5. **AD PARAGRAPH 4**

5.1 I accept this contention.

6. **AD PARAGRAPH 5 AND 6**

6.1 I have no knowledge of the facts set out herein.

7. **AD PARAGRAPH 7, 8 AND 9**

7.1 I admit that I have no knowledge of the facts set out in these paragraphs save for stating that these might have been made by the media.

8. **AD PARAGRAPH 11 (11.1 AND 11.3)**

8.1 I cannot comment on the content of these paragraphs.

9. **AD PARAGRAPH 11.4**

9.1 I note the content of this paragraph and I will abide by the regulations and directives of the Commission.

10. **AD PARAGRAPH 12**

10.1 I note the contents of this paragraph and I leave this aspect to the Honourable Chair to direct.

11. **AD PARAGRAPH 13 AND 14**

11.1 Save for noting the facts set out therein, I again abide by the directives and findings that the Commission will decide when the final report is handed down.

12. **AD PARAGRAPH 15 (15.1 AND 15.2)**

12.1 Save for noting the contentions of **VINCENT SMITH**, I state that **VINCENT SMITH** assisted Bosasa as at that stage he was the Chairperson of the Portfolio Committee especially in relation to tenders and oversight that would be awarded relating to Correctional Services and others.

12.2 My personal observations in my contact with the **LATE GAVIN WATSON** and **VINCENT SMITH** was that after the meeting he did indeed assist the **LATE GAVIN WATSON** and Bosasa by ensuring, due to the position that **VINCENT SMITH** held, that Bosasa would not be excluded from any contracts and that further the tenders and contracts in fact continued.

12.3 **VINCENT SMITH** in the position that he held could indeed as chairman examine and check on all tenders received.

12.4 In regard to the remaining facts, I state that the Commission will, after hearing all the evidence, make its findings and issue directives.

12.5 In order to assist the Commission, I am attaching messages between myself and the **LATE GAVIN WATSON** relating to his interaction with **VINCENT SMITH** in respect of the Department of Correctional Services tender and the contract which Bosasa had tendered for. It was during the end of 2016 and the beginning of January 2017 when I was at home recovering from my health problems due to being hospitalised. I was on a medicinal drip and oxygen at home however I was still working and I had to finish the opening protocols and GANTT charts.

12.6 These GANTT Charts were required for the submission to the Department to ensure full compliance with the contractual operational requirements. At that stage Bosasa had only received seven of the ten Management Areas, and on the LATE GAVIN WATSON's instruction.

12.7 **VINCENT SMITH** was knowingly fully assisting the **LATE GAVIN WATSON** and Bosasa and was in contact with the design makers and people at DCS.

12.8 Annexures of the messages are attached as "**AG1**".

13. **AD PARAGRAPH 16**



13.1 I note the contentions of **VINCENT SMITH** and state that he was in fact, as Chairperson, empowered to see and examine all tenders under the Departments that he had oversight on. After the meeting held at the hotel, **VINCENT SMITH's** attitude indeed changed in respect of Bosasa and its contracts.

13.2 **VINCENT SMITH's** position as chairperson was an important factor which the **LATE GAVIN WATSON** needed to ensure that Bosasa could secure all future contracts and tenders.

14. **AD PARAGRAPH 17**

14.1 Save for noting the contentions of this paragraph, I state further that **VINCENT SMITH** was an integral part of the Bosasa operations in particular with the department of Correctional Services and its related entities. **VINCENT SMITH** had previously been a problem for the **LATE GAVIN WATSON** however once the **LATE GAVIN WATSON** secured **VINCENT SMITH's** loyalty towards Bosasa, the future contracts and previous problems that had surfaced on previous occasions no longer became an issue for the **LATE GAVIN WATSON** and Bosasa.

14.2 I state further that after all the evidence has been heard, the Commission can determine the extent and role played by **VINCENT SMITH** including his importance towards the **LATE GAVIN WATSON**, who had to ensure he supported Bosasa's operations.

15. **AD PARAGRAPH 18 TO 44**

15.1 Save for noting the contents of these paragraphs, I have no personal knowledge of these facts and I cannot reply to same.

16. **AD PARAGRAPH 21.3**

16.1 I am referring to and attaching the confirmation and invoice from Blakes Travel for the hiring of a motor vehicle for **VINCENT SMITH's** daughter who was visiting in South Africa for holiday / recess. This vehicle was booked for and paid by Bosasa and the voucher was in the name of **SMITH** from Avis car hire dated 18 December 2016. A copy of the confirmation and invoice are attached as "**AG2**".

16.2 I am also attaching the documentation relating to the payment by Bosasa of the university fees of **VINCENT SMITH's** daughter in Wales. A copy of same is attached as "**AG3**".

16.3 The first payment was from an attorneys trust account who held money for Bosasa and acted on the **LATE GAVIN WATSON's** instructions which was referred to as payment for a motor vehicle accident on 5 August 2016. An amount as agreed to by the **LATE GAVIN WATSON** and as instructed to Euroblitz 48 Proprietary Limited, a company of **VINCENT SMITH's** for the amount of R 395 000.00.

16.4 There was a further amount as instructed by the **LATE GAVIN WATSON** which Jaques van Zyl paid from Bosasa in cash in the amount of R 266 667.00 to **VINCENT SMITH's** designated account.

16.5 I state further that when we met at the hotel in Rivonia with Mr. Seopela, Mr. Masukulu and Mr. Smith I actually collected the **LATE GAVIN WATSON** and drove with him to the said meeting. Since this meeting, the **LATE GAVIN WATSON** built up a very good relationship with **VINCENT SMITH**.

17. **AD PARAGRAPH 45 (45.1 TO 45.4)**

17.1 I have noted the submissions and I believe the Honourable Chair will decide on this application for condonation and assistance to civil servants and activists.

18. **AD PARAGRAPH 46.1 TO 46.7**

18.1 I note the contents of these paragraphs but I have no knowledge of the facts contained therein.

19. **AD PARAGRAPH 46.8**

19.1 Save for noting the contents of this paragraph, I state that from my own knowledge that even when I went to Cape Town on the instructions of the

**LATE GAVIN WATSON**, with Mr. GIBSON NJENJE to meet with **VINCENT SMITH**, I took the Bosasa brochures with me.

19.2 The meeting with **VINCENT SMITH** was arranged by **CEDRIC FROLICK**.

19.3 It was a brief meeting and not a very amicable meeting. **VINCENT SMITH** was seemingly annoyed at our presence. The amount of preparation, energy and expenditure that Bosasa and the **LATE GAVIN WATSON**, that I have testified to previously, will illustrate the efforts that the **LATE GAVIN WATSON** went to, to ensure **VINCENT SMITH** favoured Bosasa to ensure that he was on board for the future. GIBSON NJENJE was present with me when we met with VINCENT SMITH.

20. **AD PARAGRAPH 46.9 TO 46.12**

20.1 Save for noting the contents of these paragraphs, **VINCENT SMITH** has not been candid, as all these initiatives for assistance he refers to occurred after the meeting at Rivonia.

20.2 I could see at the meeting that this was the first real interaction between **VINCENT SMITH** and the **LATE GAVIN WATSON**. From that time onwards their relationship flourished and was very good, especially for Bosasa.



20.3 I was not present at the funeral service and I cannot comment on the facts set out.

20.4 I can confirm that it is indeed correct that where the **LATE GAVIN WATSON** benefitted for himself and his businesses financially, he was indeed very generous and showed his gratitude for the relationship.

21. **AD PARAGRAPH 47**

21.1 I dispute the contents most emphatically as set out in this paragraph.

21.2 **VINCENT SMITH** in the position he held and with his connections with the Government and its officials became an integral part of the Bosasa Group.

21.3 The **LATE GAVIN WATSON** used his relationship with **VINCENT SMITH** to its full extent and utilised his network whenever he needed after the meeting in Rivonia. The **LATE GAVIN WATSON** also made sure that **VINCENT SMITH's** family was looked after as and when he required.

22. **AD PARAGRAPH 48**

22.1 I admit the contents of this paragraph.

23. **AD PARAGRAPH 49 TO 50**

23.1 I have noted the contents of these paragraphs and state that up and until Mr. **GIBSON NJENJE** and myself were instructed to go to Cape Town I had not had any interaction nor meetings with **VINCENT SMITH**.

24. **AD PARAGRAPH 51**

24.1 I deny the facts as set out herein in that it was only after the meeting held in Rivonia that **VINCENT SMITH** and his relationship with the **LATE GAVIN WATSON** flourished and thereafter **VINCENT SMITH** became pro Bosasa which he was not before.

25. **AD PARAGRAPH 52**

25.1 Save for noting the contents of this paragraph, I dispute the facts and allegations of **VINCENT SMITH** as he was in fact a major problem for Bosasa and the **LATE GAVIN WATSON**. As such the **LATE GAVIN WATSON** wanted to and needed to ensure that he formed a relationship with **VINCENT SMITH**.

26. **AD PARAGRAPH 52**

26.1 I deny the contents of this paragraph.

26.2 After the meeting at the hotel in Rivonia the **LATE GAVIN WATSON** and Bosasa Group had the full support and favour of **VINCENT SMITH**.

27. **AD PARAGRAPH 53**

27.1 I state that after the meeting at the hotel there were further meetings held on a regular basis with **VINCENT SMITH** where the **LATE GAVIN WATSON** and Mr. Seopela attended. They were usually held at rooms at hotel establishments, where one could book a room for a day or longer if needed.

28. **AD PARAGRAPH 54**

28.1 I deny these allegations as prior to the meeting at the hotel, the **LATE GAVIN WATSON** had always made it known that **VINCENT SMITH** was not in favour of Bosasa.

28.2 If **VINCENT SMITH** is correct in this respect, there would have been no need to arrange the trip to Parliament via **CEDRIC FROLICK**. I was personally there and saw the attitude of **VINCENT SMITH** in Cape Town.

28.3 After the hotel meeting in Johannesburg, **VINCENT SMITH** with his relationship with the **LATE GAVIN WATSON** was extremely helpful and assisted Bosasa.

29. **AD PARAGRAPH 55**

29.1 Save for stating that **VINCENT SMITH** was not ambushed as the meeting had been arranged by **CEDRIC FROLICK**. It is correct that this was the first time I met him personally at his office in Parliament.

30. **AD PARAGRAPH 56**

30.1 I agree with the content of this paragraph.

31. **AD PARAGRAPH 57**

31.1 I will deal with the facts as set out in my affidavits and testimony.

32. **AD PARAGRAPH 58**

32.1 Save for confirming the meeting, I stand by the contents of my affidavit and evidence given at the Commission.

33. **AD PARAGRAPH 59**

33.1 I deny these allegations as there was no need to have held a meeting for an official profile to be presented in some hotel room.

33.2 This could have been done at the offices of **VINCENT SMITH** or at Bosasa's office park.



34. **AD PARAGRAPH 60**

34.1 I deny the contents and I confirm that Mrs. Ngwenya was present at the meeting held at the hotel in Rivonia Road .

35. **AD PARAGRAPH 61**

35.1 I dispute this as the **LATE GAVIN WATSON** had in fact met **VINCENT SMITH** the day before the meeting. On that same evening, I was not present with the **LATE GAVIN WATSON** and **VINCENT SMITH** but the **LATE GAVIN WATSON** told me that he had discussed the position of Bosasa and the DCS as that was the whole purpose of the initial Cape Town visit and also the reason for the meeting at the hotel.

36. **AD PARAGRAPH 62**

36.1 I state that this might have been the position at the beginning but as seen thereafter **VINCENT SMITH's** whole attitude changed after the meeting at the hotel and when he built up a relationship with the **LATE GAVIN WATSON**.

37. **AD PARAGRAPH 63**

37.1 I dispute the allegations herein as this was the discussion at the hotel and further I have attached proof of certain payments made by Bosasa to

**VINCENT SMITH** and/or his family and I am aware of the payments being made to him.

38. **AD PARAGRAPH 64**

38.1 Save for confirming our meetings held at Clearwater Mall I deny that on occasions **VINCENT SMITH** did not receive monies.

39. **AD PARAGRAPH 65**

39.1 I state that the meeting at the hotel was in order and as facilitated by the **LATE GAVIN WATSON** and the **LATE GAVIN WATSON** then in his discussion with **VINCENT SMITH** made the necessary arrangements for gratification in exchange for his support for Bosasa.

40. **AD PARAGRAPH 66 AND 67**

40.1 I confirm the contents of my affidavits and further as set out above there were several further meetings held with **VINCENT SMITH**.

40.2 I did not attend all of them but I know from **GAVIN WATSON** that they were held at hotels where you can book a room for the day and initially Mr. Seopela attended those meetings with **VINCENT SMITH**.

41. **AD PARAGRAPH 68**

41.1 I confirm the contents of para 24.5 of my affidavit and I dispute **VINCENT SMITH's** denial.

42. **AD PARAGRAPH 69 AND 70**

42.1 I have no personal knowledge of how long **VINCENT SMITH** knew Mr. Seopela but at a certain stage the **LATE GAVIN WATSON** had a dispute with Mr. Seopela. The **Late Gavin Watson** did not include Mr. Seopela in his further dealings with **VINCENT SMITH** and asked me to inform him.

43. **AD PARAGRAPH 71 AND 72**

43.1 I confirm my affidavit at paragraph 24.6 and state further that the **LATE GAVIN WATSON** instructed and decided that **VINCENT SMITH** in view of their relationship (that had now been cemented and was flourishing in favour of the Bosasa Group of companies) that the **LATE GAVIN WATSON** would continue with the payments.

44. **AD PARAGRAPH 73 AND 74**

44.1 I confirm the contents of my affidavit at paragraph 24.7 and state further that I do not dispute the position of Mr. Modise but I have personal knowledge of the events during that time period and the extension of further contracts and further work with the DCS.

44.2 I am aware from the **LATE GAVIN WATSON** and myself that the previous difficulties were all overcome and it was allegedly due to **VINCENT SMITH** and his network and positions that he had held and as the evidence will show Bosasa continued with the DCS work.

45. **AD PARAGRAPH 75**

45.1 I have no knowledge of this fact and cannot admit nor dispute same, save for the above I can confirm that the Bosasa Group continued with the work and contracts with the DCS.

46. **AD PARAGRAPH 76**

46.1 I deny the contents of this paragraph and I repeat what I have set out above in regards to **VINCENT SMITH** and the payments he received from the **LATE GAVIN WATSON** and Bosasa.

47. **AD PARAGRAPH 77 AND 78**

47.1 Save for confirming the contents of my affidavit at paragraph 24.8 I do not dispute the further fact set out therein.

48. **AD PARAGRAPH 78 AND 79**



48.1 I confirm the contents of these paragraphs and state that all these arrangements were attended to on the instruction of the **LATE GAVIN WATSON** and I was aware of same as I had to sign off on the expenditure and equipment installed.

48.2 I would defer to **RICHARD LE ROUX** as to what work and equipment was installed and maintained.

49. **AD PARAGRAPH 80**

49.1 I admit the contents of this paragraph.

50. **AD PARAGRAPH 81 AND 82**

50.1 I admit that I did receive calls from **VINCENT SMITH** in respect of a fault, which I believe was the router at one stage but the **LATE GAVIN WATSON** instructed that **VINCENT SMITH's** requests had to be dealt with immediately as he was an important person to him.

50.2 I have no knowledge of the other documents requested and would leave it to the Commission to deal with to assist **VINCENT SMITH's** legal team.

51. **AD PARAGRAPH 83**

51.1 I confirm the correctness and facts of my affidavit at paragraphs 24.9 to 24.12 and state further and I deny that these were loans.

51.2 The instruction came from the **LATE GAVIN WATSON** for the payments to be made to **VINCENT SMITH** to Euroblitz 48 Proprietary Limited and the **LATE GAVIN WATSON** instructed that the first payment would come from an attorney's trust account which I have attached as "**AG4**" and the reference was for a car accident.

52. **AD PARAGRAPH 84 AND 85**

52.1 I deny that these were loans to **VINCENT SMITH**.

52.2 There was a direct instruction from the **LATE GAVIN WATSON** to pay these for the university fees and expenses of **VINCENT SMITH'S** daughter.

52.3 **VINCENT SMITH** knew that the **LATE GAVIN WATSON** had paid these monies to him and arranged for the payments.

53. **AD PARAGRAPH 86**

53.1 I deny any loan agreement and repayment as **VINCENT SMITH** knew and had discussed the payments with the **LATE GAVIN WATSON**. He thereafter instructed Mr. van Zyl to deposit cash and thereafter the further

amount was paid from an attorney's trust account to the designated account that **VINCENT SMITH** had arranged with the **LATE GAVIN WATSON**.

53.2 I have no knowledge of any investment. I merely assisted the **LATE GAVIN WATSON** and he and **VINCENT SMITH** had made the arrangements for the monies.

54. **AD PARAGRAPH 87**

54.1 I deny this as I found out that Rahadkhishna was the shareholder on his return from Natal.

54.2 If there was a *bona fide* loan, there would have been a written loan agreement in place.

55. **AD PARAGRAPH 88**

55.1 I note the contents and refer **VINCENT SMITH** to the Commission to give him an opportunity to deal with this aspect.

56. **AD PARAGRAPH 89**

56.1 I deny this and confirm my affidavit and testimony where **VINCENT SMITH** received further payments.

57. **AD PARAGRAPH 89**

57.1 I deny most emphatically that these were loans and I invite **VINCENT SMITH** to present to the commission the loan agreement.

57.2 It is clearly a position that he has taken to avoid the truth and he is not being candid with the Commission in this regard.

57.3 My testimony before the Commission related to persons and entities that received gratifications in return for tenders, extensions and work for the Bosasa Group.

57.4 I will respectfully leave it to the Commission and the Honourable Chair to decide whether there were any favours provided by **VINCENT SMITH** as he refers to them after all the evidence is presented before him.

58. **AD PARAGRAPH 91**

58.1 I deny the facts and I repeat there was never a loan agreement entered into between myself and **VINCENT SMITH** and he is not being truthful or candid in this respect.

59. **AD PARAGRAPH 92**

59.1 Save for admitting that there were further meetings held, it is correct that after the meeting at the hotel in Rivonia, **VINCENT SMITH** was on a much



better basis with me, however his relationship was always with the **LATE GAVIN WATSON**.

60. **AD PARAGRAPH 93**

60.1 I admit that **VINCENT SMITH** referred my son for a position but that further his application and qualifications were all attended to through the Human Resources Department.

60.2 I state further that this was not work related and I agree that it was not involved with Bosasa.

60.3 I admit the text message sent by my son.

60.4 I admit further that I had provided a reference for **VINCENT SMITH'S** son to assist him with a personal problem and I referred **VINCENT SMITH** to the relevant medical expert who I had seen good work and results from.

61. **AD PARAGRAPH 94**

61.1 I note the content of this paragraph and state that there was never any loan agreement between **VINCENT SMITH** and myself.

61.2 I again request him to provide the Commission with the said loan agreement.

61.3 I confirm that the monies came from Bosasa and the **LATE GAVIN WATSON** as arranged between **VINCENT SMITH** and the **LATE GAVIN WATSON** and had nothing to do with me. I merely assisted in respect of the one amount via the attorneys trust account to be paid to the account that **VINCENT SMITH** had nominated.

61.4 I state further if it was a loan it would not have been paid into a company account it would have been paid directly to **VINCENT SMITH** and there would have been a written loan agreement and terms of re-payment therein.

61.5 If **VINCENT SMITH** contends that it was a loan he would have and should have disclosed same in the relevant Parliamentary records.

62. **AD PARAGRAPH 95**

62.1 It is correct that **VINCENT SMITH** mentioned that he had shares in a Waterfall Consortium but I told him, which he understood, that it was not my money but that of the **LATE GAVIN WATSON** and/or Bosasa and there never was any loan from me to him. He then said he would sell the shares and I again told him, as he well knows, that it was not my money but that of the **LATE GAVIN WATSON** and/or Bosasa and he could speak to the **LATE GAVIN WATSON** as he had paid him the monies.

63. **AD PARAGRAPH 96**

63.1 I cannot admit or deny these facts as this was the decision that **VINCENT SMITH** made.

64. **AD PARAGRAPH 97**

64.1 I admit the contents of this paragraph.

65. **AD PARAGRAPH 98**

65.1 I deny these facts and I refer to my response above setting out the previous relationship and attitude adopted by **VINCENT SMITH** as well as his about-turn after meeting with the **LATE GAVIN WATSON** at the hotel and the relationship that developed thereafter between him and the **LATE GAVIN WATSON**.

66. **AD PARAGRAPH 99**

66.1 I repeat and confirm my affidavit in this regard.

67. **AD PARAGRAPH 100**

67.1 Save for the response and messages and my own knowledge and as history has shown where Bosasa has benefitted and continued with DCS work, I dispute that **VINCENT SMITH** had no knowledge of DCS as he assisted

Bosasa through his position and network to continue with its DCS work extensions and further work.

68. **AD PARAGRAPH 101**

68.1 I confirm my previous evidence in this regard and state that it is correct.

69. **AD PARAGRAPH 102**

69.1 I deny these allegations as I did indeed on occasions check and confirm with **VINCENT SMITH** as to the DCS position and I am aware that the **LATE GAVIN WATSON** did as well with **VINCENT SMITH**.

70. **AD PARAGRAPH 103, 104, 105 AND 106**

70.1 I confirm my oral testimony previously given and state further that the **LATE GAVIN WATSON** instructed me to book a motor vehicle for a Ms. Brunilda Smith on my VIP account held at Blakes Travel.

70.2 All these arrangements were made directly by **VINCENT SMITH** with the **LATE GAVIN WATSON**.

70.3 I was the person instructed by the **LATE GAVIN WATSON** to ensure the logistics were in place.



70.4 I was not the person who made the request or arrangements. This was done by **VINCENT SMITH** and the **LATE GAVIN WATSON**, I cannot comment on the reasons and facts as set out by **VINCENT SMITH** relating to his daughter's car hire which was paid for by Bosasa.

71. **AD PARAGRAPH 107 TO 111**

71.1 I cannot comment on these facts, save for stating that the invoices, labour costs and equipment should be available to work out the costs.

71.2 It is further clear that the equipment which was required was in fact installed and paid for by Bosasa as part of a special project.

72. **AD PARAGRAPH 112 AND 113**

72.1 I admit the facts in respect of the car hire for **VINCENT SMITH'S** daughter which was either booked on my VIP account at Blakes Travel and that same was in fact paid for by Bosasa.

72.2 I have no issue or dispute with **VICENT SMITH'S** and I have set out the facts and information as to where the proof can be obtained for the said dates, bookings and payments.

73. **AD PARAGRAPH 114**

73.1 I note the content and submission and state that I deny same, however I would leave this to the Honourable Chair to decide and make findings and recommendations after he has heard all the evidence before him.

74. As noted, I have not dealt with each and every allegation in the **VINCENT SMITH's** affidavit and the failure to deal with any allegation should not be construed as any admission on my part as to either the truth or the correctness of same nor as a waiver of any of my rights.

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**ANGELO AGRIZZI**

I certify that this affidavit was signed and sworn to before me at **JOHANNESBURG** on this the \_\_\_\_\_ day of **SEPTEMBER 2020** by the deponent who acknowledged that he knows and understands the contents of this affidavit, has no objection to taking this oath, considers this oath to be binding on his conscience and uttered the following words: 'I swear that the contents of this affidavit are both true and correct, so help me God.'

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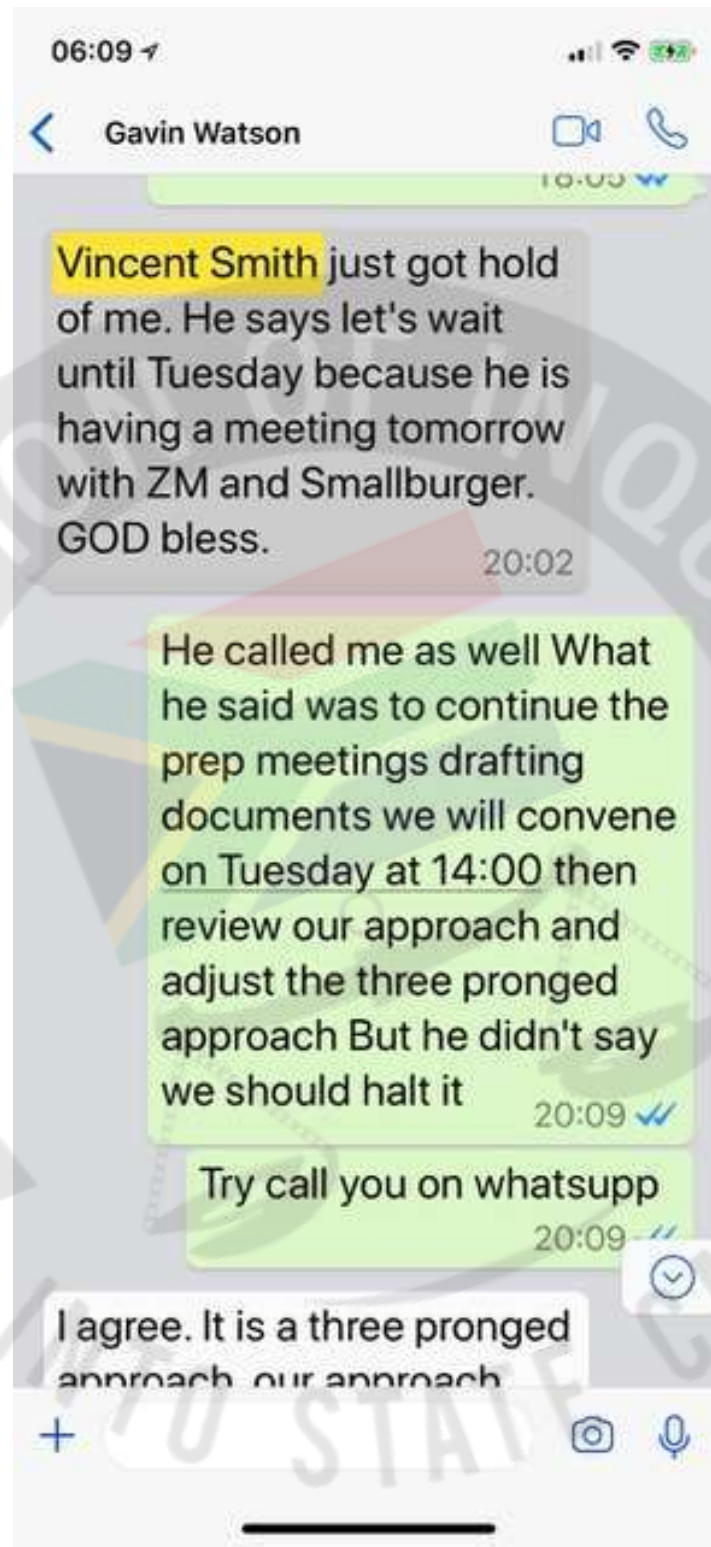
COMMISSIONER OF OATHS

Name:  
Address:  
Capacity:

## Annexure "AG1.1"

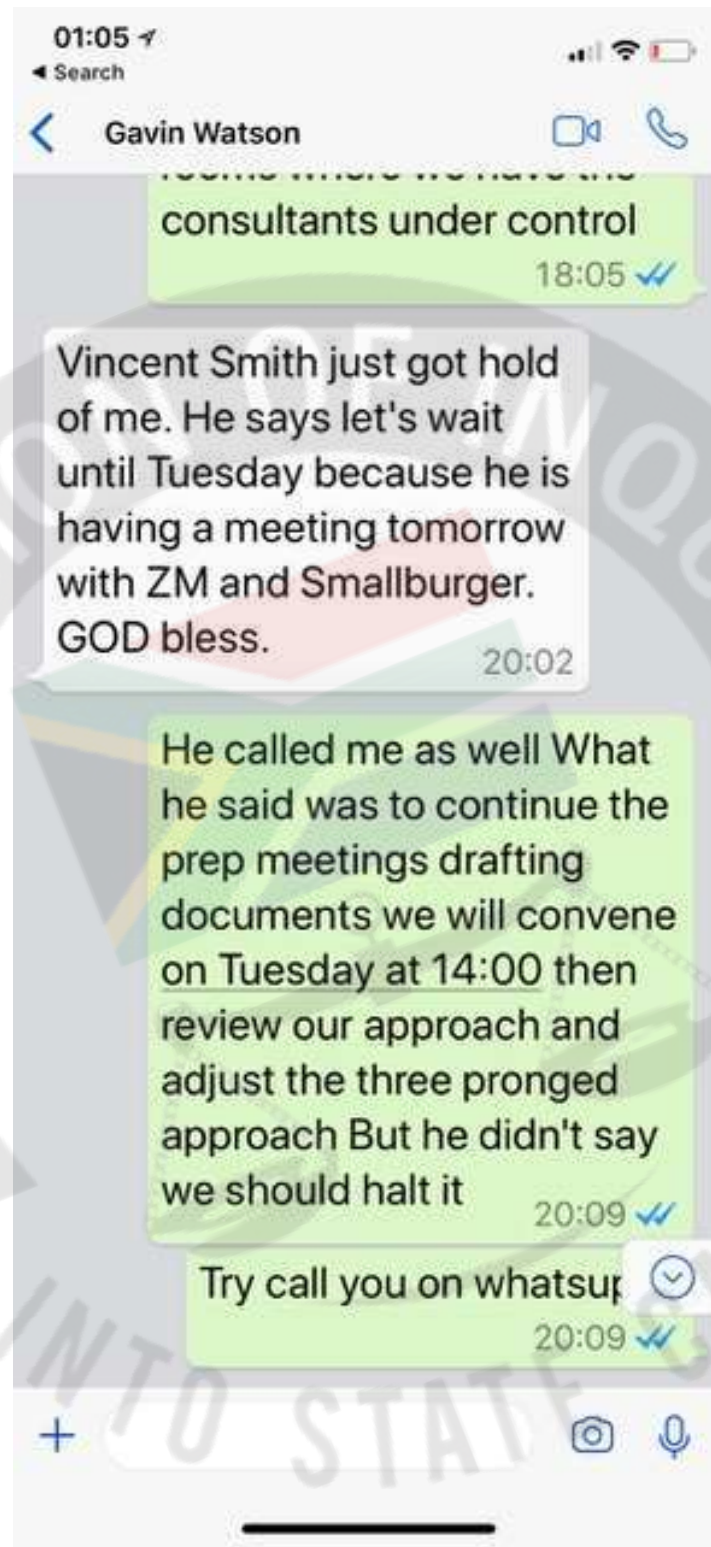


## Annexure "AG1.2"

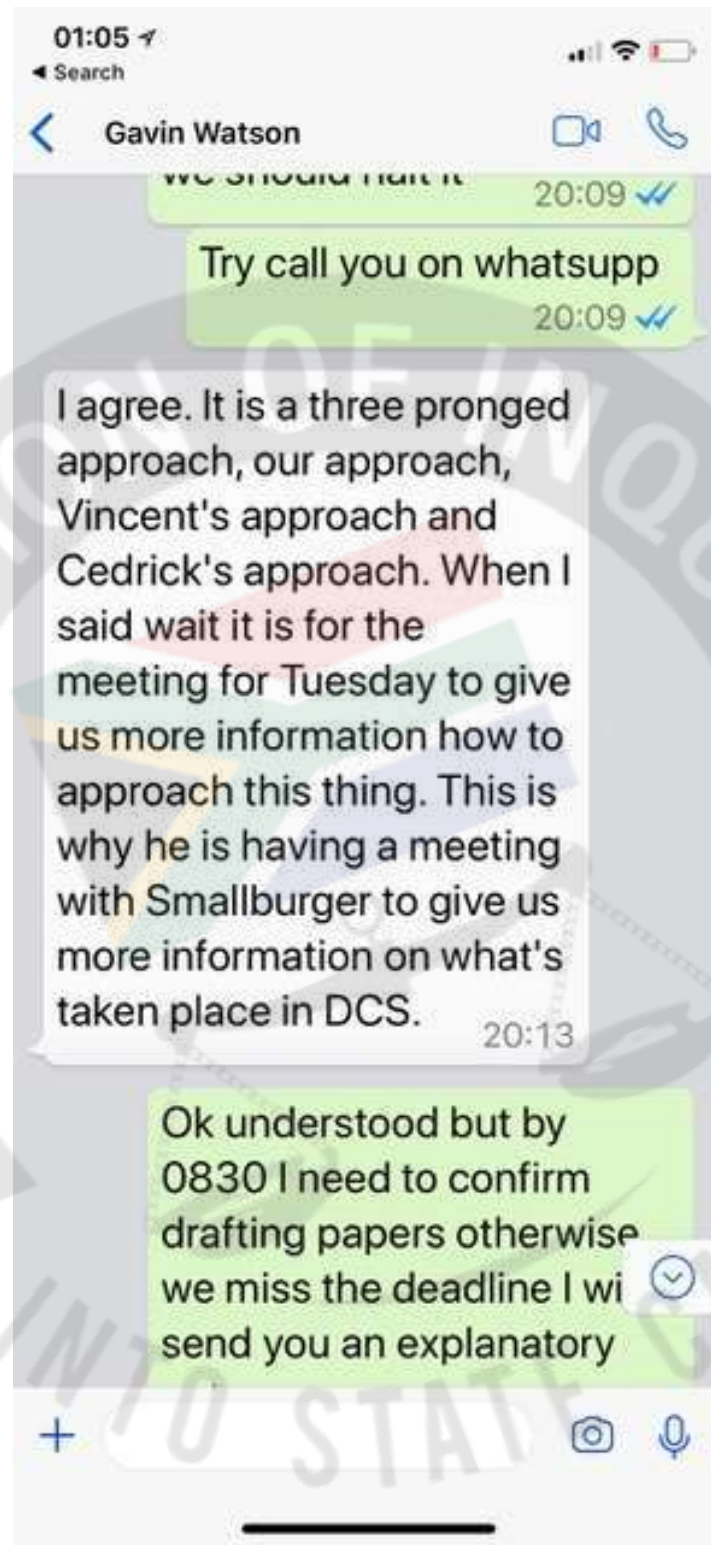




## Annexure "AG1.3"



## Annexure "AG1.4"



Annexure “AG2”

<b>AVIS</b>		<b>CAR RENTAL VOUCHER</b>		<b>ISSUED BY</b> BRIAN – SURE BLAKES TRAVEL	
<b>RENTER'S NAME</b> MR B SMITH		<b>VOUCHER NUMBER</b> 0563898		<b>DATE ISSUED</b> 15/12/2016	
<b>RENTAL LOCATION</b> ROODEPOORT BRANCH		<b>RESERVATION NUMBER</b> 08766850ZA1		<b>AGENCY / COMPANY REFERENCE</b> 77234124	
<b>RENTAL DATE</b> 18 DECEMBER 2016	<b>RENTAL LENGTH</b> 17 DAYS	<b>CURRENCY – VOUCHER VALUE</b> ACTO / TOUR ZAR		<b>BILLING INFORMATION</b> AV884091600004 SURE BLAKES TRAVEL RANDFONTEIN	
<b>RETURN LOCATION</b> ROODEPOORT BRANCH	<b>CORPORATE DISCOUNT NUMBER</b>	<b>CAR GROUP CODE</b> CDMR			
<b>RATE CODE</b> TJ		<b>TOUR CODE</b>			
<b>REMARKS</b>					



## Annexure “AG3.1”

Unless your studies are to be funded by US Direct Federal Loan or Norwegian Lanekassen, or you are applying through one of our official partner agencies, please fill in the table below to indicate how you will pay your £2,000 non-refundable deposit. Instructions on how to pay your £2,000 non-refundable deposit are shown below.

METHOD OF PAYMENT:	£2,000 non-refundable deposit
Online Card Payment to Aberystwyth University at: <a href="https://repayments.aber.ac.uk/internationaldeposits">https://repayments.aber.ac.uk/internationaldeposits</a>	
Direct payment by bank transfer to Aberystwyth University	BANK TRF

I confirm that I am able to support myself for the duration of the undergraduate course for which I have been offered a place:

SIGNATURE:	DATE: 16/02/2015
	

PLEASE COMPLETE AND RETURN THIS FORM AS SOON AS POSSIBLE TO THE UNDERGRADUATE ADMISSIONS OFFICE

([ug-admissions@aber.ac.uk](mailto:ug-admissions@aber.ac.uk))

### The Aberystwyth University (AU) Deposit System (2015) – Explained

- 1 With the introduction of the Points Based System (PBS) for student visas, AU will now adopt a deposit system in place of financial status checks. This is already widespread practice amongst universities in the UK and will augment the checks carried out by the UK's Entry Clearance Officers (ECOs) rather than duplicate them.
- 2 Payment of a deposit may strengthen an applicant's case for obtaining a student visa and in some cases this is required before securing a student loan.
- 3 Deposits are non-refundable unless original evidence is provided of the ECO's decision to refuse the visa. However, if refusal is the result of misleading or inaccurate information as part of the visa application, the deposit will be withheld and the offer of a place of study withdrawn.
- 4 Deposits on tuition fees may be deferred along with the place of study up to a maximum of two years from the initial start date.
- 5 Applicants who provide evidence that they have full scholarships (i.e. entire cost of tuition fees plus living costs) will be exempt.
- 6 Applicants may pay the deposit directly to AU by:

Online Card Payment at:

<https://repayments.aber.ac.uk/internationaldeposits>

Bank transfer: please quote your application/ personal id number (10 digits) along with the following:

Name of Bank:	Lloyds Bank plc, 1-7 Queen Street, Cardiff, Wales, CF10 2AF Wales, UK		
Bank Sort Code:	30-91-63	Account Number	00307626
Name of Account	Aberystwyth University		
IBAN Co	G831 LOYD 3091 6300 3076 26	SWIFT BIC	LOYDGB21143



## Annexure “AG3.2”

your next steps, including whether you are eligible to register for Adjustment, please log into [wwwucas.com](https://wwwucas.com) – from opening a bank account to starting your studies.

We wish you every success and the best of luck for the future.

Yours sincerely

UCAS Admissions

\*Non-academic conditions may include inoculations, satisfactory medical report, police checks, etc. Please re-read the details of your offer and check with your university or college if you're unsure which conditions apply.

## Annexure “AG3.3”

FROM  
ADMISSIONS

PO BOX 28  
CHELTENHAM  
GL52 3LZ

CUSTOMER CONTACT CENTRE  
0371 468 0 468 (UK)  
+44 330 3330 230 (International)  
08:30 - 18:00 (UK time) MON - FRI

WWW.UCAS.COM

UCAS

### Confirmation Letter

AS12

Miss BD Smith  
P.O.Box 109  
Bergbron  
Johannesburg  
South Africa

Date: 17 March 2015  
Personal  
ID: 1189359109  
Scheme Code: UC01

Dear Miss Smith

Congratulations! Your place at Aberystwyth University to study English Literature, Q300 has been confirmed.

Subject to you meeting any outstanding non-academic conditions\* you'll begin the course in 21 September 2015 with a point of entry 1.

**This letter is official proof of your place, and can be used by education authorities and banks to confirm your student status. You may wish to print it to keep for your records.**

Aberystwyth University will presume that you are accepting this offer, and will send you joining instructions shortly before you start your course. However, if you're thinking of deferring your entry to 2016, please contact the university or college immediately to discuss this.

**Please note you are now committed to this place** – if you now decide to withdraw from this offer, you will not be able to apply elsewhere in this academic cycle. If your place is for deferred entry, you cannot reapply in the next (2016) admissions cycle unless you withdraw from this offer.

You cannot now apply to another university or college through Clearing. If the university or college listed above was your **insurance choice**, your firm choice application has been unsuccessful. If you believe your firm choice should have accepted you, please contact the university or college immediately.

If you received better grades than you expected, you may be able to secure a place on an alternative course. Read about our Adjustment service online at [wwwucas.com/adjustment](http://wwwucas.com/adjustment).

## Annexure "AG3.4"

BRUNILDA SMITH (ENGLISH LITERATURE Q300)

Student N° 118-935-9109

COURSE FEE 10500

LIVING COSTS 8000

ACCOMMODATION 7000

25500 POUNDS

@ 18,48

R1471.349-35 for YEAR



## Annexure "AG3.5"

CUSTOMER ADVICE

VINCENT GEORGE SMITH  
21 SNIPE STREET  
HONEY HILL  
ROODEPOORT  
0000

WESTGATE  
OUTWARD TELETRANSMISSION  
REFERENCE NO 150220 6641 TT 8692

2015/02/20

BENEFICIARY ABERYSTWYTH UNIVERSITY  
BENEFICIARY BANK LLOYDS BANK LTD LON  
PAYING BANK LLOYDS BANK LTD LON  
VALUE DATE 2015/02/20

BANK CHARGES

PRINCIPAL AMOUNT	GBP	2000.00	COMMISSION	ZAR	185.89
EXCHANGE RATE		18.224700000	TRANSMISSION	ZAR	100.00
SETTLEMENT AMOUNT	ZAR	36449.40	SUNDRIES	ZAR	0.00
TOTAL AMOUNT PAID	ZAR	36735.29	TOTAL CHARGES	ZAR	285.89

CUSTOMER ACCOUNT NO 8305 0 002 258 938 4  
CUSTOMER REFERENCE ABERYSTWYTH UNIVERSI





## Annexure “AG3.6”

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**From:** Vincent Smith <[vingeos@mwweb.co.za](mailto:vingeos@mwweb.co.za)>  
**Date:** Monday, 11 May 2015 at 11:36  
**To:** <[angelo.agrizzi@icloud.com](mailto:angelo.agrizzi@icloud.com)>  
**Subject:** daughters study 2015 University Aberystwyth

Hi Chief,

This e mails refers to our discussions earlier this year. My daughter has been accepted to study at Aberystwyth University in Wales. She commences in September 2015 and I am in the process of finalising her trip. She leaves towards the end of June to finalise varsity accommodation and other related matters.

I am in the process of sorting out the funding requirements for her and hereby request any assistance in this regard. Funds can be deposited directly with the institution if that is more acceptable and I have thus attached relevant documentation/correspondence.

Kind regards

## Annexure “AG4”

**Andries van Tonder**

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**From:** Angelo Agrizzi  
**Sent:** 05 August 2016 05:52 AM  
**To:** Carlos Bonifacio; Andries van Tonder  
**Subject:** FW: Payment - Trust account

This is for a specific consultant that we cannot do cash

**From:** Angelo Agrizzi  
**Sent:** Friday, August 5, 2016 5:51 AM  
**To:** 'C van Wyk' <cvanwyk@cvwinc.co.za>; 'Andries van Tonder (Andries.vanTonder@bosasa.com)'  
<Andries.vanTonder@bosasa.com>; 'Carlos Bonifacio (Carlos.Bonifacio@bosasa.com)'  
<Carlos.Bonifacio@bosasa.com>  
**Subject:** Payment - Trust account

Morning Christo

Could you please effect a payment (Settlement) from the trust funds you have currently under the Bosasa Operations (Pty) Ltd account into the following account;

Bank – First National Bank  
Branch Code – 251 705  
Account Holder – EUROBLITZ 48 (Pty) Ltd  
Account Number – 6212 3700 818  
Amount – ZAR 395,076.00  
Reference – Car Accident Settlement

Effective 5<sup>th</sup> August 2016

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**AFFIDAVIT**

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I, the undersigned,

**RICHARD LE ROUX**

do hereby state:

1. I am an adult male aged 47 years old, with identification Number 711 004 5382 082, residing at Plot 162 Road 5 Hillside, Randfontein (Residential address) and currently employed at Hex Technology, and previously at Global Technology Systems, situated at Number 1 Windsor Road Luipaardsvlie Krugersdorp, Cell number 071 481 8938.
2. The facts deposed to herein are true and correct and, save where the context indicates otherwise, within my personal knowledge.
3. This affidavit is submitted for purposes of providing evidence to the Judicial Commission of Inquiry into allegations of State Capture, Corruption and Fraud in the Public Sector including Organs of State (“**the Commission**”) in response to the affidavit of **VINCENT SMITH**.
4. **AD PARAGRAPH 1 TO 5**
  - 4.1. I admit the contents of these paragraphs.
5. **AD PARAGRAPH 6 TO 9**
  - 5.1. I have no knowledge of the allegations in these paragraphs.
6. **AD PARAGRAPH 11 (11.1 AND 11.4)**
  - 6.1. Save for stating that I cannot comment on the allegations and facts set out therein I repeat my previous affidavit and testimony as to the work, services and installations that I was instructed to attend to at the residence of **VINCENT SMITH**.

- 6.2. The work, services and installations was done on the instructions of the late **GAVIN WATSON** and coordinated by various employees of Bosasa.
- 6.3. The equipment and labour costs were paid for by the Bosasa group.
- 6.4. I acted on instructions of the Bosasa and the late **GAVIN WATSON** when I was working in one of the subsidiaries being Sondolo IT. It was this entity that was given an instruction to go to an address in the Roodepoort area to attend to a survey as to a security system that were to be installed at the premises.
- 6.5. I was given a mobile number for **VINCENT SMITH** being 0832863006 and we made an appointment to meet as he was in Cape Town at the time that I called him.
- 6.6. I met **VINCENT SMITH** as we arranged at his house.
- 6.7. He already had an alarm system installed in his house.
- 6.8. He required the installation of an electric fence and a closed circuit television system which could be connected to his mobile phone in order that he could view his residence while he was away in Cape Town or elsewhere.
- 6.9. After receiving the instruction to attend to the installation the equipment was purchased from Regal Security Systems in Roodepoort and paid for by Bosasa
- 6.10. The said installation was then done. There was further maintenance on the electric fence and the router which was replaced. The Bosasa credit card was used to the best of my recollection for the replacement of the router.
- 6.11. I state further that I was also saw footage of cameras and equipment being removed from **VINCENT SMITH's** house at a later stage.



6.12. I was able to identify the special project vehicles as well as some of the employees that were visible on the said footage.

6.13. I state further that the investigators of the State Capture Commission will be able to or have obtained some of the invoices relating to the said installation.

7. **AD PARAGRAPH 12**

7.1. I admit the contents of these paragraphs.

8. **AD PARAGRAPH 13**

8.1. I have no knowledge of the allegations in these paragraphs.

9. **AD PARAGRAPH 14 TO 17**

9.1. I have no knowledge of the allegations set out herein and I abide and leave it to the Honourable chair to deal with the legal principles and make the relevant findings.

10. **AD PARAGRAPH 18 (18.1 TO 18.4)**

10.1. Save for stating that I received a subpoena to attend the Commission of Inquiry into State Capture and to provide an affidavit which I did, I have further testified as to the installations and addresses which I was instructed to do by the **LATE GAVIN WATSON** and employees of Bosasa.

10.2. I was further escorted by Investigators to point out the addresses and premises where I attended to the special projects as instructed by the **LATE GAVIN WATSON** and employees of Bosasa.

11. **AD PARAGRAPH 19 TO 45**

11.1. I have no personal knowledge of the contents of these paragraphs and I cannot comment on same save for where I have previously deposed to affidavits and previously given testimony.

11.2. I however confirm my evidence given to the commission.

12. **AD PARAGRAPH 46 TO 57**

12.1. I have no knowledge of the contents of these paragraphs.

13. **AD PARAGRAPH 58 TO 78**

13.1. I have no knowledge of these allegations and facts.

14. **AD PARAGRAPH 79 TO 81**

14.1. Save for repeating what I have previously stated I agree with the facts set out herein.

15. **AD PARAGRAPH 82 TO 106**

15.1. I have no knowledge of the facts set out therein.

16. **AD PARAGRAPH 107**

16.1. I dispute the facts as set out herein and confirm my evidence and affidavit that I have deposed to.

17. **AD PARAGRAPH 108**

17.1. I have no knowledge of these facts but I do not dispute same.

18. **AD PARAGRAPH 109**

18.1. I have I dispute these facts and I confirm my testimony and affidavits in respect of the expenses and labour involved as well as the average costs of same which includes the equipment which invoices can be obtained from the suppliers.

19. **AD PARAGRAPH 110**

19.1. I deny the allegations made in respect of the pricing as this can be confirmed through invoices of the equipment purchased and installed.

- 19.2. I confirm that the video footage is correct relating to the equipment being removed and that it is in fact the premises of **VINCENT SMITH** where I attended to the installations.

20. **AD PARAGRAPH 111**

- 20.1. I agree that I did receive a request from **VINCENT SMITH** for more equipment but I have no knowledge of the remaining contents of this paragraph
- 20.2. I repeat that a simple upliftment of the invoices from the suppliers including an average labour and transport costs will resolve the dispute raised by **VINCENT SMITH** in relation to the costs.
- 20.3. **VINCENT SMITH** further does not deny the equipment and installation which was in fact paid, arranged and installed by Bosasa .

21. **AD PARAGRAPH 112 TO 114**

- 21.1. Save for stating that I have no knowledge of the contents of these facts, I respectfully state that the Honourable Chair after considering all the evidence will make the necessary legal findings and conclusions.

I know and understand the contents of this affidavit.

I have no objection in taking the prescribe oath.

I consider the prescribed oath to be binding on my conscience.

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**RICHARD LE ROUX**

I certify that the deponent has acknowledged that he knows and understands the content of this statement. This statement was sworn to before me and the deponent's

signature placed thereon in my presence at on this the \_\_\_\_\_ day of **SEPTEMBER**  
**2020**.

\_\_\_\_\_  
**COMMISSIONER OF OATHS**

