

## Landscape Dynamics

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**From:** Landscape Dynamics <info@landscapedynamics.co.za>  
**Sent:** Tuesday, 04 April 2023 9:57 PM  
**To:** 'BCAdmin@environment.gov.za'; 'rmagodi@dffe.gov.za';  
'mphapangm@destea.gov.za'; 'mpmphapang@gmail.com'; 'ntilit@dwa.gov.za';  
'lenongP@dws.gov.za'; 'letloenyane@dws.gov.za'; 'mahlael@dws.gov.za';  
'kumaloz@dws.gov.za'; 'maseloanek@dws.gov.za'; 'musekenen2@dws.gov.za';  
'baloitg@dws.gov.za'; 'LydiaB@daff.gov.za'; 'info@dalrrd.gov.za';  
'DLUSM@DAFF.gov.za'; 'petuniam@daff.gov.za'; 'mokonet@dard.gov.za';  
'Ramklowni@nra.co.za'; 'mabason@nra.co.za'; 'fsroadplanning@gmail.com';  
'Kagisho.mokae@energy.gov.za'; 'Kagisho.Mokae@dmre.gov.za';  
'Wayleave@eskom.co.za'; 'BokweTT@eskom.co.za'; 'MuswubMD@eskom.co.za';  
'john.geeringh@eskom.co.za'; 'GeerinJH@eskom.co.za'; 'khanyeN@eskom.co.za';  
'vSchalkG@eskom.co.za'  
**Cc:** Susanna Nel (susanna@landscapedynamics.co.za); Megan Grobler  
(megan@landscapedynamics.co.za); Lloyd Barnes  
**Subject:** NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS  
FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND  
KLEINFONTEIN SOLAR PV1, VILJOENSKROON  
**Attachments:** Kleinfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Vlakfontein Solar  
PV1 Executive Summary of the Draft BAR.pdf; Zaaiplaats Solar PV1 Executive  
Summary of the Draft BAR.pdf

For attention:

### Government Departments and Institutions (1 of 2)

National Department of Environmental Affairs, Fisheries and Forestry: The Directorate: Biodiversity  
Conservation, for attention of Mr Seoka Lekota

DFFE : Directorate: Biodiversity Conservation: Protected Areas

Department of Economic , Small Business Development, Tourism and Environmental Affairs (DESTEA), Head  
of Communications Environmental Impact Assessment; Mr Mojalefa Mphapang

Department of Water and Sanitation, Free State: Provincial Head, Dr Tseliso Ntli, Care of the Executive Senior  
Secretary to the Provincial Head, Mr Pule Lenong

Department of Water and Sanitation, Free State Provincial Office; care of the Water Use Licensing Unit (Middle  
Vaal Catchment), the Director- General Ms T Baloi

Department of Agriculture, Land Reform and Rural Development:, care of the Head of the Office : Directorate of  
Land Use and Soil Management, Ms. R.L. Bosoga (National LandCare Secretariat)

Department of Agriculture, Forestry and Fisheries, Free State Province: Directorate of Land Use and Soil  
Management, Head of the Office, Ms Petunia Mthimkulu

Free State Province Department of Agriculture & Rural Development, the Senior Manager: Agricultural  
Economics, Marketing and Planning, Ms Thabitha Mokone

The SA National Roads Agency SOC Limited, The Regional Manager: Eastern Region, care of Mr Ishaan  
Ramklown and Statutory Control, care of Nqobile Mabaso

Department of Police, Roads and Transport, Free State Province: The Head Engineer, Roads: Directorate  
(Land Transport Planning): care of Assistant Director: land Acquisition, Hannes Maree REF: P29/4/201/P15/2

Department of Energy, care of the Regional Petroleum Controller at the Free State Department of Energy Mr  
Kagisho Mokae

Eskom SOC Limited, Land Development

Eskom Megawatt Park: Manager: SEA/EIA Centre of Excellence: Sustainability Division: Environmental  
Management Department: For attention: the Chief Environmental Advisor, Mr Tobile Bokwe and the Senior  
Environmental Advisor, Mpho Muswubi

Eskom Transmission Division, the Senior Consultant Environmental Management, Land and Rights, Mr John Geeringh  
Eskom SOC Limited, Free State Operating Unit, Grid Planning: Land and Rights, care of Mr Nondwe Khanye and Environmental Manager, Mr Gerrie van Schalkwyk

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT:  
VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON,  
FREE STATE PROVINCE**

Previous communication regarding the Mercury Cluster Solar PV Project refers.

You are hereby notified that the Draft Basic Assessment Reports (dBARs) for the **Vlakfontein Solar PV1, Zaaiplaats Solar PV1** and the **Kleinfontein Solar PV1** are now available for comment for a 30-day period (excluding the public holidays).

Please find attached hereto Executive Summaries of the three reports. The complete documents with all the addenda can also be viewed on our website [www.landscapedynamics.co.za](http://www.landscapedynamics.co.za) : click on 'Stakeholder Participation' and under 'Project Name' click on the following links:

- Vlakfontein Solar PV1: To open the document, please use the following password: Vlakfontein-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01

Hard copies of all the reports (inclusive of all the addenda) are also available at the Nostalgia Spa, Guesthouse & Gallery, 62 Engelbrecht Street, Viljoenskroon (Tel 082 460 8627).

You are requested to provide us with your written input, if any, within 30 days from the date of this email. 10 May 2023 is therefore the deadline for comment.

Direct your comment to Landscape Dynamics Environmental Consultants;  
[info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za) (Enquiries: Annelize Erasmus 082 566 4530 or Susanna Nel 082 888 4060)

Note that information/comment submitted becomes public information. Please ensure that the project name you are referring to is clearly indicated in your comment.

**Kindly take note of the following:-**

*According to Chapter 2, Section 3(4) of the NEMA 2014 EIA Regulations the following applies:*

*When a State department is requested to comment in terms of these Regulations, such State department must submit its comments in writing within 30 days from the date on which it was requested to submit comments and if such State department fails to submit comments within such 30 days, it will be regarded that such State department has no comments.*

We trust that you find this in order, but please do not hesitate to contact this office should you have any further enquiries in connection with this project.

**Kind regards**  
**Annelize Erasmus**  
Reg. EAP (EAPASA)

**From:** Landscape Dynamics <info@landscapedynamics.co.za>  
**Sent:** Tuesday, 04 April 2023 10:00 PM  
**To:** 'ewt@ewt.org.za'; 'alisonj@ewt.org.za'; 'ianL@ewt.org.za'; 'ceo@birdlife.org.za'; 'info@birdlife.org.za'; 'StrohL@caa.co.za'; 'ShogoleE@caa.co.za'; 'atiplady@ska.ac.za'; 'obstacles@atns.co.za'; 'smatlhane@ska.ac.za'; 'tnape@ska.ac.za'; 'info@PRASA.com'; 'Zanele.Manyathi@transnet.net'; 'Sam.Fiff@transnet.net'; 'Sibabalwe.Nwelende@transnet.net'; 'Mbatha.npz@sacr.fs.gov.za'; 'Mmadikeledi.Malebe@dmr.gov.za'; 'Kalipa.Kewuti@dmre.gov.za'; 'mamokete.mpatane@dmre.gov.za'; 'samradonline@dmr.gov.za'; 'enquiries@dmr.gov.za'  
**Cc:** Susanna Nel (susanna@landscapedynamics.co.za); Megan Grobler (megan@landscapedynamics.co.za); annelize@landscapedynamics.co.za  
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For attention:

### **Government Departments and Institutions (2 of 2)**

Endangered Wildlife Trust, care of the Head of Resource Development, Alison Janicke and Dr Ian Little BirdLife South Africa. CEO, for attention: Mr Mark D Anderson and Receptionist Kathleen April-Okoye South African Civil Aviation Authority (CAA), for attention: Ms Lizell Stroh (Inspector: Obstacles (Solar and Windfarms) and Ms Evelyn Shogole (Environmental Specialist)

The Square Kilometre Array (SKA) South Africa Project, Mr Adrian Tiplady

Department of Air Traffic and Navigation Services (ATNS), care of the Executive: ATM/CNS Planning and Standards, Mr Jeffrey Matshoba

The Department of Science and Technology, the South African Radio Astronomy Observatory (SARAO), The Spectrum & Telecommunication Manager, Mr Selaelo Matlhane, care of Mr Thato Nape

PRASA SOC Limited: Strategic Network Planning

Transnet Freight Rail, the Senior Manager : Environmental Sustainability, care of the Environment & Sustainability Consultant, Ms Zanele Manyathi. Sam Fiff Transnet Freight Rail BLM and Sibabalwe Nwelende Transnet Freight Rail PE

Free State Provincial Heritage Resources Authority: The Heritage Coordinator: Ms Ntando PZ Mbatha  
Department of Mineral Resources and Energy (DMRE), Mineral Regulation: Adv Mmadikeledi Malebe.  
Regional Manager of Free State: Ms Kalipa Kewuti, Secretary: Ms Mamokete Mpatane

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON, FREE STATE PROVINCE**

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**Kind regards**

**Annelize Erasmus**

Reg. EAP (EAPASA)



**Landscape Dynamics Environmental Consultants**

Central e-mail : [info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za)

Pretoria Office : A. Erasmus, Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za) / [agrobler@landscapedynamics.co.za](mailto:agrobler@landscapedynamics.co.za)

Cape Town Office : S. Nel, Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za)

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



**Special Notice**

Following comments received on the proposed Revised Schedule of Fees for applications made to the South African Heritage Resources Agency (SAHRA), made in terms of Section 25(2)(f) of the National Heritage Resources Act No. 25 of 1999 (NHRA) and published in the Government Gazette of 22 July 2022, SAHRA hereby publishes the final Revised Schedule of Fees for Applications made to SAHRA. Applications for provision of services submitted to the South African Heritage Resources Authority (SAHRA), in terms of the National Heritage Resources Act, No. 25 of 1999 (NHRA) must be accompanied by a payment of the appropriate fee, taking effect from 1 January 2023

Revised Schedule of Fees for Applications made to the South African Heritage Resources Agency (SAHRA)

## Proposed development of the Mercury Solar PV Cluster for Vlakfontein Solar PV1 near Orkney

Log in or register to post comments 4 reads

CaseHeader LocationInfo Admin Images

Status: **SUBMITTED**

HeritageAuthority(s): SAHRA  
HFS

Case Type: Section 38 (8) - Statutory Comment Required

Development Type: Solar



[Log in/Register](#)



Heritage Cases



### Special Notice

Following comments received on the proposed Revised Schedule of Fees for applications made to the South African Heritage Resources Agency (SAHRA), made in terms of Section 25(2)(l) of the National Heritage Resources Act No. 25 of 1999 (NHRA) and published in the Government Gazette of 22 July 2022, SAHRA hereby publishes the final Revised Schedule of Fees for Applications made to SAHRA. Applications for provision of services submitted to the South African Heritage Resources Authority (SAHRA), in terms of the National Heritage Resources Act, No. 25 of 1999 (NHRA) must be accompanied by a payment of the appropriate fee, taking effect from 1 January 2023

[Revised Schedule of Fees for Applications made to the South African Heritage Resources Agency \(SAHRA\)](#)

## Proposed development of the Mercury Solar PV Cluster for Kleinfontein Solar PV1 near Orkney

[Log in or register](#) to post comments 3 reads

[CaseHeader](#) [LocationInfo](#) [Admin](#) [Images](#)

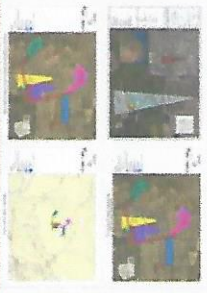
Status: SUBMITTED

HeritageAuthority(s): SAHRA  
HFS

Case Type: Section 38 (B) - Statutory Comment Required

Development Type: Solar

### CaseImages



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Heritage Cases

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Special Notice

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Revised Schedule of Fees for Applications made to the South African Heritage Resources Agency (SAHRA)

Proposed development of the Mercury Solar PV Cluster for Zaaiplaats Solar PV1 near Orkney

Log in or register to post comments 4 reads

CaseHeader LocationInfo Admin Images

Status: SUBMITTED

HeritageAuthority(s): SAHRA HFS

Case Type: Section 38 (8) - Statutory Comment Required Development Type: Solar

**From:** Landscape Dynamics <info@landscapedynamics.co.za>  
**Sent:** Tuesday, 04 April 2023 10:02 PM  
**To:** 'info@feziledabi.gov.za'; 'fddmmm@feziledabi.gov.za';  
'mantoam@feziledabi.gov.za'; 'mammym@feziledabi.gov.za';  
'mms@moqhaka.gov.za'; 'thekisol@moqhaka.gov.za'; 'madelaine@moqhaka.gov.za';  
'Andre@moqhaka.gov.za'; 'micha@moqhaka.gov.za'  
**Cc:** Susanna Nel (susanna@landscapedynamics.co.za); Megan Grobler  
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**Attachments:** Kleinfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Vlakfontein Solar  
PV1 Executive Summary of the Draft BAR.pdf; Zaaiplaats Solar PV1 Executive  
Summary of the Draft BAR.pdf

For attention:

## MUNICIPALITIES

Fezile Dabi District Municipality, The Acting Municipal Manager: Mr S. Thomas, care of Mrs Mantoa Motloun  
Fezile Dabi District Municipality, Environmental Section, Rural Development, care of Nonhlanhla Baleni  
Moqhaka Local Municipality, the Municipal Manager, Mncedisi Simon Mqwathi care of Seithati Monyaki  
(Acting).

Moqhaka Local Municipality, Town Planning Section, care of Mr. Thekiso Leie (Acting)

Moqhaka Local Municipality, Environmental Section, Rural Development, care of Madelaine E.

Moqhaka Local Municipality, Engineering Section, care of Andre Kotze.

Moqhaka Local Municipality, care of the Manager: Mr Micha Geringer - for attention:

- Ward Councillor 21: Cllr Magadlela Zenzile
- Ward Councillor 22: Cllr Yhoyho Mcedisi

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**Kind regards**  
**Annelize Erasmus**  
Reg. EAP (EAPASA)



***Landscape Dynamics Environmental Consultants***

Central e-mail : [info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za)

Pretoria Office : A. Erasmus, Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za) / [agrobler@landscapedynamics.co.za](mailto:agrobler@landscapedynamics.co.za)

Cape Town Office : S. Nel, Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za)

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





**LANDSCAPE  
DYNAMICS**

**ENVIRONMENTAL CONSULTANTS**  
CK 97/08197/23 VAT Nr 4900171176

**Fezile Dabi District Municipality –  
The Acting Municipal Manager, Mr S. Thomas & Nonhlanhla Baleni, care of Environmental Section**

**6 April 2023**

**DRAFT BASIC ASSESSMENT REPORTS (BARs) AVAILABLE FOR COMMENT: HORMAH SOLAR PV1, RATPAN SOLAR PV1, KLEINFONTEIN SOLAR PV1, VLAKFONTEIN SOLAR PV1 & ZAAIPLAATS SOLAR PV1: VILJOENSKROON, FREE STATE PROVINCE**

The Draft Basic Assessment Reports (dBAR) were compiled for the abovementioned projects and are now available for public input.

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- Ratpan Solar PV1: To open the document, please use the following password: Ratpan-01
- Vlakfontein Solar PV1: To open the document, please use the following password: Vlakfontein-01
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Please do not hesitate to contact our offices should you require any discussion.

Kind regards

  
**Megan Janse van Rensburg**

**(On behalf of Landscape Dynamics Environmental Consultants)**

---

**Landscape Dynamics Environmental Consultants**  
91 Wenning Street; Groenkloof; Pretoria; 0181  
A. Erasmus (Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za))  
S. Nel (Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za))  
Western Cape; Kwazulu-Natal and Mpumalanga

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**Suburb** Brooklyn **City/Town** Pretoria  
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**E-mail** brooklyn@postnet.co.za



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1	<b>Total No. of Parcels</b>	<b>Total Vol</b>	<b>Total Mass</b>		
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**POSTNET STANDARD CONDITIONS OF CARRIAGE**  
 1. DEFINITIONS  
 1.1 "these terms and conditions of carriage, the following terms shall have the following meanings: 1.1.1 "the company" - means PostNet Southern Africa (Pty) Ltd, or the independent PostNet franchise issuing the waybill or providing the services to the shipper; 1.1.2 "consignment" - means all goods transported under a single waybill; 1.1.3 "goods" - includes all goods, parcels or documents transported by the company for the shipper, and includes the packaging in which such goods or documents are contained; 1.1.4 "the shipper" - includes any person, natural or corporate, at whose request or instance, or on whose behalf, or for whose account, the company transports the goods; and specifically includes the sender of the goods; 1.1.5 "transport" - includes the handling, loading, unloading, storage and carriage of the goods, and includes any services provided by the company in connection therewith and "transportation" shall have a corresponding meaning; 1.1.6 "waybill" - includes any waybill pertaining to the goods; 2. APPLICATION OF TERMS AND CONDITIONS  
 2.1 These terms and conditions apply to all goods transported by the company  
 3. SHIPPER'S WARRANTIES 3.1 The Shipper warrants that: 3.1.1 It is the owner of the goods or is authorized by the owner to deal with the goods; 3.1.2 All information, instructions and documents supplied by it to the company shall be true and correct in every respect; 3.1.3 All descriptions, values and other particulars furnished by it to the company, including those reflected on the waybill, shall be true and correct in every respect; 3.1.4 All goods will be properly and appropriately packed, marked, labeled and addressed so as to ensure safe transportation; 3.1.5 All goods which may be, or become, a contaminator, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to person or property; 3.1.6 The goods, or any part thereof, do not constitute illegal articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association; 3.1.7 The goods will themselves comply with, and will be packed, marked and labeled in such a manner as to comply with, all applicable national and international laws or regulations, or the dictates or requirements of any airline or airport or applicable authority, including those of The International Air Transport Association; 3.1.8 The goods will have been properly entered and cleared for import or export and will comply with all laws regulating their import or export; 3.1.9 The goods will be supplied with, and accompanied by, all documents required for their import or export; 3.1.10 It is registered with customs and exercise as an exporter, or importer, as the case may be, if applicable; 4. RIGHT OF INSPECTION  
 The company is entitled (but not obligated) to open, and to inspect, the goods, at any time  
 5. PROHIBITED GOODS  
 5.1 The shipper shall not deliver the following goods into the possession of the company: 5.1.1 Inflation, currency, precious stones or metals, jewelry, antiques, art works or other valuables/collectibles; 5.1.2 Human remains, live animals/reptiles/insects/larvae, animal or plant matter, including but not limited to fresh food - such as baked/processed goods; 5.1.3 guns, glazeware, pottery, crockery, porcelain, china or other fragile goods; 5.1.4 arms & ammunition, including but not limited to oriental weapons/spears, archery, airsoft, pellet guns, etc.; 5.1.5 any goods which may be, or become, a contaminator, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to person or property; 5.2 Should the shipper deliver such goods into the possession of the company in breach of the provisions of 5.1 and/or should the company never the less transport such goods, the company shall incur no liability in respect of such goods, and the shipper shall be deemed to have indemnified the company against all loss, liability or damage caused to the company as a result of the tender of the goods to the company and/or the transportation of the goods by the company; 6. TRANSIT TIME, ROUTING AND DELIVERY  
 6.1 The company will use its best efforts to transport and to deliver the goods in accordance with its advertised services and schedules and/or with the service selected on the waybill but does not guarantee same or the availability of same, and is also not responsible for delays occasioned by events beyond its control; 6.2 The company shall have absolute discretion as to the means, routes and procedures to be followed in the transportation of the goods; 6.3 The company will use its best efforts to deliver the goods to the address as reflected on the waybill, although not necessarily to the consignee in person. Should the consignee refuse delivery, or should the company be unable to locate the consignee, or should the company be unable to deliver the goods for any other reason whatsoever, the company will use its best efforts to return the goods to the shipper, if so instructed, at the shipper's expense, failing which the company shall be entitled, at its discretion, to detain, store, sell, abandon or destroy the goods, or any part thereof, at the risk and expense of the shipper; 6.4 In addition thereto, should the consignee fail to take delivery of or collect the goods for any reason whatsoever, within 90 days of being called upon to do so, the owner of the goods shall be deemed to have irrevocably abandoned and relinquished its ownership of and in the goods; 7. INSURANCE  
 7.1 The company will endeavor to obtain for the shipper such insurance as the shipper may desire and in writing instructs it to effect, subject to payment by the shipper of the applicable premium; 7.2 Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk; 7.3 The company shall be under no obligation to insure consignments sent by any open or general policy held by it from time to time; 7.4 It is the responsibility of the shipper to acquaint itself with the exceptions, exclusions, limitations, maximums and conditions applicable to any open or general policy held by the company from time to time, and the company does not guarantee that all goods will be capable of being insured, or that all risks will be capable of being insured against, or that insurance will be obtained for the amount requested by the shipper; 7.5 To the extent that the company agrees to arrange insurance for the shipper, it does so as agent, for and on behalf of the shipper, notwithstanding that the premium may be paid by the company; 7.6 Save to the extent set out in these terms and conditions, the transportation of the goods are entirely at the owner's risk; 8. CHARGES AND PAYMENTS  
 8.1 Charges are calculated according to the higher of actual or volumetric weight. The company shall have the right to re-weigh and to re-measure any goods delivered to it for transportation and to correct any under-declaration of weight; 8.2 The shipper shall be liable for any duties, taxes, imports, levies, surcharges, fines, penalties, deposits or outlays levied by, or payable to, authorities, intermediaries or other third parties in connection with the goods, or the transportation thereof, and for any adjustments made by the company on its behalf in this regard; 8.3 Where the company agrees to bill its charges and disbursements, or any portion thereof, to the consignee or any other person, the shipper will never be less than responsible for the payment thereof if they are not paid in full by such consignee or other person, immediately when due; 8.4 Unless otherwise agreed to in writing, all amounts due to the company are payable in cash upon presentation of account, without deduction or set-off; 8.5 The shipper shall not be entitled to withhold or defer payment because of any claim or reason that it might allege; 8.6 The company shall be entitled to revise its rates from time to time, without prior notice to the shipper; 9. LIMITATION OF LIABILITY  
 9.1 Where the transportation of the goods is governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall be limited in accordance with the provisions thereof; 9.2 Where the transportation of the goods is not governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall, without prejudice to its right to rely on any other ground of limitation or exception contained herein, be limited in any event to the lesser of: 9.2.1 R1 000.00 per consignment; or 9.2.2 The value declared on the waybill (if any); or 9.2.3 The actual replacement value of the goods; 9.3 The company shall not be liable for any indirect or consequential damages or loss, however caused, including loss of profits, income, business or goodwill, or contractual penalties; 10. EXCLUSIONS  
 The company shall not be liable for any delay, loss or damage caused by, or attributable to:  
 10.1 An act of God, cause fortuita, war or any circumstance beyond the company's control;  
 10.2 An act or omission on the part of the shipper, the consignee or any other third party;  
 10.3 Any latent defect, or inherent vice or weaknesses, in the goods;  
 10.4 Any reason other than a grossly negligent act or omission on the part of the company;  
 11. CLAIMS  
 11.1 Any claim against the company must be notified to the company in writing accompanied by copies of all relevant documentation, within 14 days of the date of delivery of the goods by the company or, in circumstances of non-delivery, within 14 days of the scheduled delivery date of the goods, failing which it shall be deemed to have been extinguished for all purposes;  
 11.2 Subject to compliance with 11.1, any claim against the company shall be extinguished for all purposes 365 days after the date of delivery of the goods by the company or, in circumstances of non-delivery, after the scheduled delivery date of the goods, unless prior to the expiry of the period a summons or other process instituting legal action has been served on the company;  
 11.3 The signature of the consignee on the waybill, in acknowledgement of having received the goods referred to therein in good order and condition, shall be prima facie proof of the goods referred to therein having been properly delivered by the company, in good order and condition;  
 11.4 Any claim against the company for loss or damage to the goods shall, in addition to 11.1 and 11.2, be extinguished for all purposes unless the consignee notes the nature of such loss or damage on the waybill at the time of taking delivery;  
 11.5 The provision of 11.4 shall apply even though the consignee may have endorsed the waybill with the words "not checked" or some similar words;  
 12. LIEN  
 12.1 The goods, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by the company on the shipper's behalf, shall be subject to a special and general lien and pledge, in favour of the company, either for monies due in respect of such goods or for other monies due to the company by the shipper;  
 12.2 If any monies due to the company are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such goods or items have been detained, the goods or other items may be sold by auction, or otherwise disposed of, at the company's discretion and at the shipper's expense, and the net proceeds, after expenses, applied in or towards satisfaction of such indebtedness;  
 13. INDEMNITY  
 The shipper indemnifies the company against all liabilities, damages, claims, costs and expenses incurred or suffered by the company arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of the company, in relation to the transportation of the goods (even where the company has consented to the transport of the goods), or any breach of the warranties given by the shipper;  
 14. PACKING  
 It is the shipper's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labeled and addressed, and the company shall have no obligation whatsoever in this regard;  
 15. GENERAL  
 15.1 These terms and conditions constitute the whole agreement between the company and the shipper as to the subject matter hereof and no agreements, representations or warranties between the company and the shipper, other than those set out in these terms and conditions are binding on the parties;  
 15.2 No amendment to, or alteration of, or variation of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilaterally or bilaterally, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; No agreement, whether consensual or unilateral or bilateral, purporting to obligate any party to sign a written agreement to amend, alter, vary, delete, add to or cancel these terms and conditions, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; 15.3 No liability, indulgence or extension of time granted by the company to the shipper shall in any way prejudice the rights of the shipper, nor shall it be construed as a waiver;  
 15.4 Each of the provisions of these terms and conditions shall be deemed as separate terms and conditions and in the event that these terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability of such of the remaining provisions hereof as affected by that legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability of such of the remaining provisions hereof as affected by that legislation or otherwise held to be illegal, invalid, prohibited or unenforceable;  
 15.5 The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa;  
 15.6 A certificate signed by a manager of the company certifying the amount due by the shipper, or certifying any other fact, matter or thing in relation to the transportation of the goods, shall be prima facie proof thereof;  
 15.7 The shipper authorizes the company to perform any of the following activities on its behalf in order to facilitate the transportation of the goods: the completion of any document, the making or amendment of any declaration, the entry or clearance of the goods for import or export at the expense of the shipper; the disbursement of any amount in connection with the goods; the performance of any other activity reasonably required by, or reasonably incidental to, the transportation of the goods; The shipper shall permit, allow and confirm anything so done by the company on its behalf in good faith and shall reimburse the company for any amount so disbursed by it;  
 15.8 The company may subcontract all or part of the transportation to any third party, on such conditions as may be stipulated by such third party. Should it do so, the third party shall have no liability whatsoever to the shipper and, in addition thereto, any limitation of liability, immunity, exemption or defence available to the company shall be extended to the third party who shall be entitled to assert and to enforce same against the shipper in its own right;  
 15.9 The shipper irrevocably waives any right to claim against any officer or employee of the company for any act or omission committed by such officer or employee in connection with, or arising out of, the transportation of the goods;  
 15.10 The company is neither a common carrier nor a public carrier and may decline to transport any goods delivered into its possession.

**SPECIAL INSTRUCTIONS**  
 International  DOCUMENTS  NON-DOCUMENTS

WE HAVE SEEN AND AGREE TO THE STANDARD CONDITIONS OF CARRIAGE (OVERLEAF) WHICH SHALL APPLY TO THIS CONSIGNMENT AND ALL FUTURE CONSIGNMENTS ACCEPTED BY POSTNET. WE FURTHER DECLARE THAT THIS CONSIGNMENT DOES NOT CONTAIN DANGEROUS GOODS.

**EXPRESS PACK SECURITY**  
 NUMBER ON LIP OF FLYER

**SENDER'S DETAILS**

**Name:** MEGAN JANSE V RENSBURGER **04-06**

**Signature:** **Time:** 15:30:00

ACCEPTED BY POSTNET	CHARGES	RANDS	CENTS
<b>Aluwani</b> Name Signature 2023-04-06 15:30:00 Date Time	Basic Tariff		
	Surcharge		
	Insurance		
	Packaging Surcharge		
	VAT		
	<b>TOTAL INCL. VAT</b>		

To view the Standard Conditions of Carriage online, Please visit <http://www.postnet.co.za/standard-conditions-of-carriage>

**From:** Landscape Dynamics <info@landscapedynamics.co.za>  
**Sent:** Tuesday, 04 April 2023 10:09 PM  
**Cc:** Susanna Nel (susanna@landscapedynamics.co.za); Megan Grobler (megan@landscapedynamics.co.za); Lloyd Barnes  
**Subject:** NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON  
**Attachments:** Kleinfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Vlakfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Zaaiplaats Solar PV1 Executive Summary of the Draft BAR.pdf

For attention:

**GENERAL STAKEHOLDERS**

Free State Agriculture (FSA), Region 9 - Mophaka, care of Boy Saaiman  
Environamics: Lisa Opperman & Christia van Dyk (EAPs for the nearby Phofu Solar Power Plant project)  
Sola Group: Jnr Project Developer - Abigail Forbes (SOLA is developing similar projects in the area) & Andrea Siebritz, Permitting Specialist  
Legacy: Environmental Management Consulting, Karin (Neethling) Bedingfield  
Subsolar Energy (Pty) Ltd, care of Hermien Slabbert & Nico Venter

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON, FREE STATE PROVINCE**

Previous communication regarding the Mercury Cluster Solar PV Project refers.

You are hereby notified that the Draft Basic Assessment Reports (dBARs) for the **Vlakfontein Solar PV1**, **Zaaiplaats Solar PV1** and the **Kleinfontein Solar PV1** are now available for comment for a 30-day period (excluding the public holidays).

Please find attached hereto Executive Summaries of the three reports. The complete documents with all the addenda can also be viewed on our website [www.landscapedynamics.co.za](http://www.landscapedynamics.co.za) : click on 'Stakeholder Participation' and under 'Project Name' click on the following links:

- Vlakfontein Solar PV1: To open the document, please use the following password: Vlakfontein-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01

Hard copies of all the reports (inclusive of all the addenda) are also available at the Nostalgia Spa, Guesthouse & Gallery, 62 Engelbrecht Street, Viljoenskroon (Tel 082 460 8627).

You are requested to provide us with your written input, if any, within 30 days from the date of this email, excluding public holidays. 10 May 2023 is therefore the deadline for comment.

Direct your comment to Landscape Dynamics Environmental Consultants;  
[info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za) (Enquiries: Annelize Erasmus 082 566 4530 or Susanna Nel 082 888 4060)

Please ensure that the project name you are referring to is clearly indicated in your comment.

**Kindly take note of the following in terms of the Protection of Personal Information Act, 2013 (Act No. 14 of 2013) (POPIA)**

This public participation process is undertaken in line with the stipulations as per the POPIA

- Your personal information will *not* be used for any other purpose apart from the project as specified in this email.
- Unless specifically requested to be removed from the Register of Interested & Affected Parties, your information will be used for the *entire* public participation process for this application(s) as well as other processes that may stem from only this project, i.e. appeal procedures or future amendments.
- Private information is not being made available in the public domain, but your private information (i.e. contact details) is submitted to the Competent Authority (the decision making authority) as per the stipulations in the National Environmental Management Act (Act no 107 of 1998).
- Unless specifically requested otherwise, consent is hereby given that your name, together with your comment will be included in reports that will go out in the public domain. This does not include your contact details, i.e. cell phone number / email address but does include your place of work / interest in this project.

We trust that you find this in order, but please do not hesitate to contact this office should you have any further enquiries in connection with this project.

Kind regards  
Annelize Erasmus  
Reg. EAP (EAPASA)



***Landscape Dynamics Environmental Consultants***

Central e-mail : [info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za)

Pretoria Office : A. Erasmus, Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za) / [agrobler@landscapedynamics.co.za](mailto:agrobler@landscapedynamics.co.za)

Cape Town Office : S. Nel, Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za)

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



You forwarded this message on 2023/04/04 10:13 PM.  
From: Landscape Dynamics <info@landscapedynamics.co.za>  
Sent: Tue 2023/04/04 10:09 PM

To: Susanma Nel (susanma@landscapedynamics.co.za); Megan Grobler (megan@landscapedynamics.co.za); Lloyd Barnes (lloyd@landbou.co.za); bsaainan@ymail.com; christa@environamics.co.za; isa@environamics.co.za; lap@solgroup.co.za; Abigail Forbes (abigailforbes@solgroup.co.za); karin@legacyemc.co.za; slabberth@subsolar.co.za;  
Bcc: venter@subsolar.co.za

Subject: NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1, ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VIJOENSKROON  
Message Kleinfontein Solar PV1 Executive Summary of the Draft BAR.pdf (991 KB) Vlaktfontein Solar PV1 Executive Summary of the Draft BAR.pdf (1 MB) Zaaiplaats Solar PV1 Executive Summary of the Draft BAR.pdf (1 MB)

For attention:

**GENERAL STAKEHOLDERS**

- Free State Agriculture (FSA), Region 9 - Mqheka, care of Boy Saaitman
- Environamics: Lisa Opperman & Christia van Dyk (EAPs for the nearby Phofu Solar Power Plant project)
- Sola Group: Jnr Project Developer - Abigail Forbes (SOLA is developing similar projects in the area) & Andrea Siebritz, Permitting Specialist
- Legacy: Environmental Management Consulting, Karin (Neethling) Bedingfield
- Subsolar Energy (Pty) Ltd, care of Hermien Slabbert & Nico Venter

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1, ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VIJOENSKROON, FREE STATE PROVINCE**

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- Vlaktfontein Solar PV1: To open the document, please use the following password: Vlaktfontein-01
- Zaaiplaats Solar PV1: To open the document, please use the following password: Zaaiplaats-01



| Landowner of the Remainder of the Farm Zaaiplaats No 190: Peet Botha Familie Trust  
| Landowner of the Remainder of the Farm Moab No 279,  
| Khotsong Operations Pty Ltd, care of the care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel  
| Landowner of Portion 3 of the Farm Zaaiplaats No 190, Eskom Holdings Ltd, care of Eskom Transmission Property Management, M  
| Motsisi

#### Hormah Solar PV1

| Landowner of Portion 2 of the Farm Hormah No 276, Alic Gossayn Pty Ltd, care of John Gossayn

#### Hormah Solar PV1 Grid Connection

| Landowner of Portion 2 of the Farm Hormah No 276, Alic Gossayn Pty Ltd, care of John Gossayn

| Landowner of the Remainder of the Farm Hormah, No 276, Hormah Eiendomme Pty Ltd, care of Arnold Botha

| Landowner Peet Botha Familie Trust:

| 1 of the Farm Hormah No 276,  
| remainder of the Farm, Gerar, No 278

| Landowner Alic Gossayn Pty Ltd, Care of John Gossayn:

| 3 the Farm Fraai Uitzicht No 189

| Landowner Peet Botha Familie Trust:

| 1 of the Farm Fraai Uitzicht, No 189  
| remainder of the Farm Zaaiplaats No 190

| Landowner of the Remainder of the Farm Moab No 279,

| Khotsong Operations Pty Ltd, care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel

| Landowner of Portion 3 of the Farm Zaaiplaats No 190, Eskom Holdings Ltd, care of Eskom Transmission Property Management, M  
| Motsisi

#### Ratpan Solar PV1

| Landowner of the Remainder of Ratpan No 441, Pretorius Johannes Andries

#### Ratpan Solar PV1 Grid Connection

| Landowner of the Portion 2 of the Farm Hormah No 276, Alic Gossayn Pty Ltd, care of John Gossayn

| Landowner of the Remainder of the Farm Hormah, No 276, Hormah Eiendomme Pty Ltd, care of Arnold Botha

| Landowner Peet Botha Familie Trust:

| 1 of the Farm Hormah No 276  
| remainder of the Farm, Gerar, No 278

| Landowner of Portion 3 the Farm Fraai Uitzicht No 189, Alic Gossayn Pty Ltd, Care of John Gossayn

| Landowner Peet Botha Familie Trust:

| 1 of the Farm Fraai Uitzicht, No 189  
| remainder of the Farm Zaaiplaats No 190

| Landowner of the Remainder of the Farm Moab No 279,

| Khotsong Operations Pty Ltd, care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel

| Landowner of Portion 3 of the Farm Zaaiplaats No 190, Eskom Holdings Ltd, care of Eskom Transmission Property Management, M  
| Motsisi

### **NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON, FREE STATE PROVINCE**

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- Unless specifically requested to be removed from the Register of Interested & Affected Parties, your information will be used for the *entire* public participation process for this application(s) as well as other processes that may stem from only this project, i.e. appeal procedures or future amendments.
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- Unless specifically requested otherwise, consent is hereby given that your name, together with your comment will be included in reports that will go out in the public domain. This does not include your contact details, i.e. cell phone number / email address but does include your place of work / interest in this project.

We trust that you find this in order, but please do not hesitate to contact this office should you have any further enquiries in connection with this project.

Kind regards

**Annelize Erasmus**

Reg. EAP (EAPASA)



**Landscape Dynamics Environmental Consultants**

Central e-mail : [info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za)

Pretoria Office : A. Erasmus, Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za) / [agrobler@landscapedynamics.co.za](mailto:agrobler@landscapedynamics.co.za)

Cape Town Office : S. Nel, Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za)

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

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1, ZAAIPLAATS SOLAR PV1, VILJOENSKROON**

For attention:

**DIRECTLY AFFECTED LANDOWNERS**

<b>Vlaakfontein Solar PV1</b>
The Registered Landowner of Portion 1 of the Farm Jackalsfontein 443, Gregory Gossayn Trust, care of John Gossayn
The Registered Landowner of the Farm Vlaakfontein Nr 15, Alic Gossayn Pty Ltd, care of John Gossayn
<b>Vlaakfontein Solar PV1 Grid Connection</b>
The Registered Landowner of the Farm Vlaakfontein Nr 15, Alic Gossayn Pty Ltd, care of John Gossayn
The Registered Landowner of the Farm Utival No 457, Beverley Gossayn Trust, care of Beverley Gossayn
The Registered Landowner Beverley Gossayn Trust, care of Beverley Gossayn: <ul style="list-style-type: none"> <li>• the Remainder of the Farm Biesiefontein No 173</li> <li>• Portion 1 of the Farm Biesiefontein No 173</li> </ul>
The Registered Landowner of Portion 1 of the Farm Kleinfontein No 369, Gossayns Beleggings Pty Ltd, care of Beverley Gossayn
The Registered Landowner of the Remainder of the Farm Zaaiplaats, No 190, Peet Botha Familie Trust
The Registered Landowner of the Remainder of the Farm Moab No 279, Harmony Moab Khoisong Operations Pty Ltd, care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel
The registered landowner of Portion 3 of the Farm Zaaiplaats No 190, Eskom Holdings Ltd, care of Eskom: Transmission Property Management, Mr Michael Taiffa and Ms Lungile Motlisi
<b>Kleinfontein Solar PV1</b>

**From:** Landscape Dynamics <info@landscapedynamics.co.za>  
**Sent:** Tuesday, 04 April 2023 10:21 PM  
**Cc:** Susanna Nel (susanna@landscapedynamics.co.za); Megan Grobler (megan@landscapedynamics.co.za); Lloyd Barnes  
**Subject:** NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON  
**Attachments:** Kleinfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Vlakfontein Solar PV1 Executive Summary of the Draft BAR.pdf; Zaaiplaats Solar PV1 Executive Summary of the Draft BAR.pdf

For attention:

### ADJACENT LANDOWNERS

The Registered Landowner of the Farm Uitval, No 457, Beverley Gossayn Trust, care of Beverley Gossayn

The Registered Landowner of the Farm Fraai Uitzicht, Portion 2 & 3, No 189, Alic Gossayn Pty Ltd, care of John Gossayn

The Registered Landowner of the Farm Fraai Uitzicht, Portion 4, No 189, Gossayns Beleggings Pty Ltd, care of Beverley Gossayn

The Registered Landowner of the Farm Fraai Uitzicht, Portion 5, No 189, Beverley Gossayn Trust, care of Beverley Gossayn

The Registered Landowner of the Remainder of the Farm Kleinfontein, No 369, Hansie Muller Voerkraal Trust

Harmony Moab Khotsong Operations Pty Ltd is the Registered Landowner of

- Remainder of Moab, No 279,
- Remainder Mispah, No 274
- Portion 1 of Hoekplaats No 190,
- Portion 2 of Zaaiplaats No 190

care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel Peet Botha Familie Trust is the Registered Landowner of:

- the Farm Fraai Uitzicht, Portion 1, No 189
- the Remainder of the Farm, Gerar, No 278
- the Farm Hormah, Portion 1, No 276

The Registered Landowner of the Farm Degrendel, Portion 1 and 2 of No 67, Alic Gossayn Pty Ltd, care of John Gossayn

The Registered Landowner of the Remainder of the Farm Paradys, No 137, Botha's Shalom Boerdery Pty Ltd, care of Peet Botha

The Registered Landowner of the Farm Biesiefontein, Portion 2 & 4 of No 173, Johannes Stephanus Muller and Anna Maria Petronella Muller, care of Hansie Muller

The Registered Landowner of the Remainder of the Farm Marseilles, No 24, Jerome Family Trust, care of Jerome Gossayn (cousin of John Gossayn)

The Registered Landowner of the Farm, Sihor, Portion 1, No 275, Merize Botha Trust, care of Peet Botha (father of Merize)

The Registered Landowner of the Remainder of the Farm Kleinfontein, No 472, Merize Botha Trust, care of Peet Botha (father of Merize)

The Registered Landowner of the Farm, Groenfontein, Portion 4 and 56, No 313: Ruitjespan Pty Ltd, care of Arnold Botha

The Registered Landowner of the Farm Kleinfontein, Portion 2, No 369, Hansie Muller Voerkraal Trust, care of Hansie Muller

The Registered Landowner of the Farm Jackalsfontein, Portion 3, No 443, Jakkalsfontein CC, care of Hansie Muller Jnr  
The Registered Landowner of the Farm Jackalsfontein, Portion 2 No 443, Outback Trust, care of Hansie Muller Jnr  
The Registered Landowner of the Remainder of the Farm Smaldeel, No 157, Gerrit Botha Trust, care of Peet Botha  
The Registered Landowner of the Farm, Groenfontein, Portion 20, No 313, J Van Biljon Trust, care of Jaco van Biljon  
Care of Deon van Biljon:  
• The Registered Landowner of the Farm Barberspan, Portion 1 and 2 No 452, H D J Boerdery Trust  
• The Registered Landowner of the Farm, Groenfontein, Portion 9, No 313, Deon Van Biljon Trust  
The Registered Landowner of the Remainder of the Farm Hormah, No 276, Hormah Eiendomme Pty Ltd, care of Arnold Botha  
The Registered Landowner of the Remainder of the Farm Degrendel, No 67, Elana Du Toit Trust, care of Cobus du Toit  
The Registered Landowner Beverley Gossayn Trust, care of Beverley Gossayn:  
• the Remainder of the Farm Biesiefontein No 173  
• Portion 1 of Biesiefontein No 173  
The Registered Landowner of the Farm Vlakfontein Nr 15, Alic Gossayn Pty Ltd, care of John Gossayn

**NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1; ZAAIPLAATS SOLAR PV1 AND KLEINFONTEIN SOLAR PV1, VILJOENSKROON, FREE STATE PROVINCE**

Previous communication regarding the Mercury Cluster Solar PV Project refers.

You are hereby notified that the Draft Basic Assessment Reports (dBARs) for the **Vlakfontein Solar PV1**, **Zaaiplaats Solar PV1** and the **Kleinfontein Solar PV1** are now available for comment for a 30-day period (excluding the public holidays).

Please find attached hereto Executive Summaries of the three reports. The complete documents with all the addenda can also be viewed on our website [www.landscapedynamics.co.za](http://www.landscapedynamics.co.za) : click on 'Stakeholder Participation' and under 'Project Name' click on the following links:

- Vlakfontein Solar PV1: To open the document, please use the following password: Vlakfontein-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01
- Zaaiplaats Solar PV1 To open the document, please use the following password: Zaaiplaats-01

Hard copies of all the reports (inclusive of all the addenda) are also available at the Nostalgia Spa, Guesthouse & Gallery, 62 Engelbrecht Street, Viljoenskroon (Tel 082 460 8627).

You are requested to provide us with your written input, if any, within 30 days from the date of this email, excluding public holidays. 10 May 2023 is therefore the deadline for comment.

Direct your comment to Landscape Dynamics Environmental Consultants;

[info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za) (Enquiries: Annelize Erasmus 082 566 4530 or Susanna Nel 082 888 4060)

Please ensure that the project name you are referring to is clearly indicated in your comment.

**Kindly take note of the following in terms of the Protection of Personal Information Act, 2013 (Act No. 14 of 2013) (POPIA)**

This public participation process is undertaken in line with the stipulations as per the POPIA

- Your personal information will *not* be used for any other purpose apart from the project as specified in this email.

- Unless specifically requested to be removed from the Register of Interested & Affected Parties, your information will be used for the *entire* public participation process for this application(s) as well as other processes that may stem from only this project, i.e. appeal procedures or future amendments.
- Private information is not being made available in the public domain, but your private information (i.e. contact details) is submitted to the Competent Authority (the decision making authority) as per the stipulations in the National Environmental Management Act (Act no 107 of 1998).
- Unless specifically requested otherwise, consent is hereby given that your name, together with your comment will be included in reports that will go out in the public domain. This does not include your contact details, i.e. cell phone number / email address but does include your place of work / interest in this project.

We trust that you find this in order, but please do not hesitate to contact this office should you have any further enquiries in connection with this project.

**Kind regards**

**Annelize Erasmus**

Reg. EAP (EAPASA)



***Landscape Dynamics Environmental Consultants***

Central e-mail : [info@landscapedynamics.co.za](mailto:info@landscapedynamics.co.za)

Pretoria Office : A. Erasmus, Tel 082 566 4530 / [annelize@landscapedynamics.co.za](mailto:annelize@landscapedynamics.co.za) / [agrobler@landscapedynamics.co.za](mailto:agrobler@landscapedynamics.co.za)

Cape Town Office : S. Nel, Tel 082 888 4060 / [susanna@landscapedynamics.co.za](mailto:susanna@landscapedynamics.co.za)

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



From: Landscape Dynamics <info@landscapedynamics.co.za>  
To: Sk...  
Cc: g...  
Bcc: j...  
Subject: NOTIFICATION OF AVAILABILITY OF THREE DRAFT BASIC ASSESSMENT REPORTS FOR COMMENT: VLAKFONTEIN SOLAR PV1, ZAAIPLAATS SOLAR PV1, VILJOENSKROON

**Message** **Vlakfontein Solar PV1 Executive Summary of the Draft BAR.pdf (1 MB)**

**For attention:**

**ADJACENT LANDOWNERS**

The Registered Landowner of the Farm Utival, No 457, Beverley Gossayn Trust, care of Beverley Gossayn  
The Registered Landowner of the Farm Fraai Uitzicht, Portion 2 & 3, No 189, Alic Gossayn Pty Ltd, care of John Gossayn  
The Registered Landowner of the Farm Fraai Uitzicht, Portion 4, No 189, Gossayns Beleggings Pty Ltd, care of Beverley Gossayn  
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care of the Electrical Engineer: Renewable Energy, Mr Louis Botha, Henk Nel and Carlo Geel

Peet Botha Familie Trust is the Registered Landowner of:

- the Farm Fraai Uitzicht, Portion 1, No 189
- the Remainder of the Farm, Gear, No 278
- the Farm Hornah, Portion 1, No 276

The Registered Landowner of the Farm Degrendal, Portion 1 and 2 of No 67, Alic Gossayn Pty Ltd, care of John Gossayn

The Registered Landowner of the Remainder of the Farm Parady's, No 137,  
Botha's Shalom Boerdery Pty Ltd, care of Peet Botha

The Registered Landowner of the Farm Biesiesfontein, Portion 2 & 4 of No 173, Johannes Stephanus Muller and Anna Maria Petronella Muller, care of Hansie Muller

# Delivery to Nostalga Spa & Guesthouse

PostNet Name: PostNet - Brooklyn Mall		Senders Copy																									
Tel. No.: (+27) 0107453816 Acc. No.: PN613		PNA61394331105																									
From: (Sender) PostNet - Brooklyn Mall		To: (Receiver) NOSTALGIA SPA AND GUESTHOUSE																									
Street Address C/o Veale & Fehrsen Street Shop 155 & 156 Brooklyn Mall		Street Address 62 ENGELBRECHT STREET																									
Suburb Brooklyn City/Town Pretoria		Suburb Viljoenskroon City/Town Viljoenskroon - VAL																									
Country South Africa Code 0181		Country South Africa Code 9520																									
Contact LANDSCAPE DYNAMICS (27) 825664530		Contact THE MANAGER/OWNER (27) 824608627																									
E-mail brooklynmall@postnet.co.za		E-mail																									
<b>Insurance</b> Yes <input checked="" type="checkbox"/> If yes, state value <input type="checkbox"/> Print and sign if No <input type="checkbox"/>																											
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To track your shipment go to: <a href="http://www.postnet.co.za">www.postnet.co.za</a> or download the PostNet Courier App																											

**POSTNET STANDARD CONDITIONS OF CARRIAGE**

1. DEFINITIONS  
 1.1 In these terms and conditions of carriage, the following terms shall have the following meanings: 1.1.1 "the company" - means PostNet Southern Africa (Pty) Ltd, or the independent PostNet franchisee issuing the waybill or providing the services to the shipper; 1.1.2 "consignment" - means all goods transported under a single waybill; 1.1.3 "goods" - includes all goods, parcels or documents transported by the company for the shipper, and includes the packaging in which such goods or documents are contained; 1.1.4 "the shipper" - includes any person, natural or corporate, at whose request or instance, or for whose account, the company transports the goods; specifically includes the sender of the goods; 1.1.5 "transport" - includes the handling, loading, unloading, storage and carriage of the goods, and includes any services provided by the company in connection therewith and "transportation" shall have a corresponding meaning; 1.1.6 "waybill" - includes any waybill pertaining to the goods; 2. APPLICATION OF TERMS AND CONDITIONS  
 These terms and conditions of carriage apply to all goods transported by the company; 3. SHIPPER'S WARRANTIES 3.1 The Shipper warrants that: 3.1.1 It is the owner of the goods or is authorized by the owner to deal with the goods; 3.1.2 All information, instructions and documents supplied by it to the company shall be true and correct in every respect; 3.1.3 All goods will be properly and appropriately packed, marked, labeled and addressed so as to ensure safe transportation; 3.1.5 All goods will have been prepared for packing in a secure, controlled environment and will have been protected against any unauthorised interference prior to delivery to the company; 3.1.6 The goods, or any part thereof, do not constitute illegal articles, or hazardous articles, or articles prohibited or restricted for transportation, or articles prohibited or restricted for distribution, in terms of any national or international law or regulation, or the dictates or requirements of applicable authority, including those of The International Air Transport Association; 3.1.7 The goods will themselves comply with, and will be packed, marked and labeled in such a manner as to comply with, all applicable national and international laws or regulations, or the dictates or requirements of any national or international law or regulation, or the dictates or requirements of applicable authority, including those of The International Air Transport Association; 3.1.8 The goods will have been properly entered and cleared for import or export and will comply with all laws regulating their import or export; 3.1.9 The goods will be supplied with, and accompanied by, all documents required for their import or export; 3.1.10 It is registered with customs and exercises as an exporter, or importer, as the case may be, if applicable; 4. RIGHT OF INSPECTION The company is entitled (but not obligated) to open, and to inspect, the goods, at any time; 5. PROHIBITED GOODS 5.1 The shipper shall not deliver the following goods into the possession of the company: 5.1.1 ballion, currency, precious stones or metals, jewelry, antiques, art works or other valuable/collectables; 5.1.2 human remains, live animals/scabies/insects/urvae, animal or plant matter; including but not limited to fresh food - such as baked/processed or perishable; 5.1.3 glass, glasteware, pottery, crockery, porcelain, china or other fragile goods; 5.1.4 arms & ammunition, including but not limited to ornamental swords/spears, archery, airsoft, pellet guns, etc; 5.1.5 any goods which may be, or become, a contaminant, dangerous, inflammable, noxious, toxic, or in any other way harmful or injurious to person or property; 5.2 Should the shipper deliver such goods into the possession of the company in breach of the provisions of 5.1, and/or should the company never the less transport such goods, the company shall incur no liability in respect of such goods, and the shipper shall be deemed to have indemnified the company against all loss, liability or damage caused to the company as a result of the tender of the goods to the company and/or the transportation of the goods by the company; 6. TRANSIT TIME, ROUTING AND DELIVERY 6.1 The company will use its best efforts to transport and to deliver the goods in accordance with its advertised services and schedules and/or with the service selected on the waybill but does not guarantee same, and is also not responsible for delays occasioned by events beyond its control; 6.2 The company shall have absolute discretion as to the means, routes and procedures to be followed in the transportation of the goods; 6.3 The company will use its best efforts to return the goods to the shipper, if so instructed, at the shipper's expense, failing which the company shall be entitled, at its discretion, to detain, store, sell, abandon or destroy the goods; 6.4 Any return thereof, at the risk and expense of the shipper; 6.5 In addition thereto, should the consignee fail to take delivery of or collect the goods for any reason whatsoever, within 90 days of being called upon to do so, the owner of the goods shall be deemed to have irrevocably abandoned and relinquished its ownership of and in the goods; 7. INSURANCE 7.1 The company will endeavour to obtain for the shipper such insurance as the shipper timely and in writing instructs it to effect, subject to payment by the shipper of the applicable premium; 7.2 Such insurance will be subject to such exceptions, exclusions, limitations, maximums and conditions as may be imposed by the insurer taking the risk, by the company from time to time, and the company does not guarantee that all goods will be capable of being insured against, or that insurance will be obtained for the amount requested by the shipper; 7.5 To the extent that the company agrees to arrange insurance for the shipper, it does so as agent; 8. CHARGES AND PAYMENTS 8.1 Charges are calculated according to the higher of actual or volumetric weight. The company shall have the right to re-weigh and to re-measure any goods delivered to it for transportation and to correct any under-declaration of weight; 8.2 The shipper shall be liable for any duties, taxes, imports levies, surcharges, fines, penalties, deposits or amounts levied by, or payable to, authorities, intermediaries or other third parties in connection with the goods, or the transportation thereof, and for any disbursements made by the company on its behalf in this regard; 8.3 Where the company agrees to bill its charges and disbursements, or any portion thereof, to the consignee or any other person, the consignee or such other person shall be deemed to have agreed to pay such charges and disbursements, or any portion thereof, to the company; 8.4 Unless otherwise agreed to in writing, all amounts due to the company are payable in cash upon presentation of account, without deduction or set off; 8.5 The shipper shall not be entitled to 9. LIMITATION OF LIABILITY 9.1 Where the transportation of the goods is governed by the Montreal Convention, the company's liability for delay, loss or damage to the goods shall be limited in accordance with the provisions thereof; 9.2 Where the transportation of the goods is not governed by the Montreal Convention, the company's liability for delay, loss or damage to the consequential damages or loss, however arising, including loss of profits, income, business or goodwill, or contractual penalties; 10. EXCLUSIONS The company shall not be liable for any delay, loss or damage caused by or attributable to: 10.1 An act of God, casus fortuitus, vis major or any circumstance beyond the company's control; 10.2 An act or omission on the part of the shipper, the consignee or any other third party; 10.3 Any latent defect, or inherent vice or weakness, in the goods; 10.4 Any reason other than a grossly negligent act or omission on the part of the company; 11. CLAIMS 11.1 Any claim against the company must be notified to the company in writing accompanied by copies of all relevant documentation, within 14 days of the date of delivery of the goods by the company or, in circumstances of non-delivery, within 14 days of the scheduled delivery date of the goods, failing which it shall be deemed to have been extinguished for all purposes; 11.2 Subject to compliance with 11.1, any claim against the company shall be extinguished for all purposes 365 days after the date of delivery of the goods by the company or, in circumstances of non-delivery, after the scheduled delivery date of the goods, unless prior to the expiry of the period a summons or other process instituting legal action has been served on the company; 11.3 The signature of the consignee on the waybill, in acknowledgement of having received the goods referred to therein in good order and condition, shall be prima facie proof of the goods referred to therein having been properly delivered by the company, in good order and condition; 11.4 Any claim against the company for loss or damage to the goods shall, in addition to 11.1 and 11.2, be extinguished for all purposes unless the consignee notes the nature of such loss or damage on the waybill at the time of taking delivery; 11.5 The provision of 11.4 shall apply even though the consignee may have endorsed the waybill with the words "not checked" or some similar such words; 12. LIEN 12.1 The goods, and all documents relating thereto, as well as any refunds, repayments, claims and other recoveries processed by the company on the shipper's behalf, shall be subject to a special and general lien and pledge, in favour of the company, either for monies due in respect of such goods or for other monies due to the company by the shipper; 12.2 If any monies due to the company are not paid in full within 14 days after written notice has been given to the shipper demanding payment and noting that such goods or items have been detained, the goods or other items may be sold by auction, or otherwise disposed of, at the company's discretion and at the shipper's expense, and the net proceeds after expenses, applied in or towards satisfaction of such indebtedness; 13. INDEMNITY The shipper indemnifies the company against all liabilities, damages, claims, costs and expenses incurred or suffered by the company arising directly or indirectly from, or in connection with, the shipper's instructions or their implementation by, or on behalf of, or at the instance of the company, in relation to the transportation of the goods (even where the company has consented to the transport of the goods), or any breach of the warranties given to the company by the shipper; 14. PACKING 14.1 It is the shipper's sole responsibility to ensure that all goods are properly and appropriately packed, marked, labeled and addressed, and the company shall have no obligation whatsoever in this regard; 15. GENERAL 15.1 These terms and conditions constitute the whole agreement between the company and the shipper as to the subject matter hereof and no agreements, representations or warranties between the company and the shipper, other than those set out in these terms and conditions are binding on the parties; 15.2 No amendment to, or alteration of, or deletion of, or addition to, or cancellation of, these terms and conditions, whether consensual or unilateral or bilateral, shall be of any force and effect unless reduced to writing and signed by the company and the shipper; 15.3 No latitude, invalidity or extension of time granted by the company to the shipper shall in any way prejudice the rights of the shipper, nor shall it be construed as a waiver; 15.4 Each of the provisions of these terms and conditions shall be considered as separate terms and conditions and in the event that these terms and conditions are affected by any legislation or any amendment thereto, or if the provisions herein contained are by virtue of that legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, then any such provisions shall be ineffective only to the extent of the illegality, prohibition or unenforceability and each of the remaining provisions hereof shall remain in full force and effect; 15.5 The validity and interpretation of these terms and conditions will be governed by, and construed in accordance with, the laws of the Republic of South Africa; 15.6 A certificate signed by a manager of the company certifying the amount due to it by the shipper, or certifying any other fact, matter or thing in relation to the transportation of the goods, shall be prima facie proof thereof; 15.7 The shipper authorizes the company to perform any of the following activities on its behalf in order to facilitate the transportation of the goods: the completion of any document, the making or amendment of any declaration, the entry or clearance of the goods for import or export at the expense of the shipper, the disbursement of any amount in connection with the goods, the performance of any other activity reasonably required by, or reasonably incidental to, the transportation of the goods; The shipper shall mitly, a law and confirm anything so done by the company on its behalf in good faith and shall reimburse the company for any amount so disbursed by it; 15.8 The company may subcontract all or part of the transportation to any third party, on such conditions as may be stipulated by such third party; Should it do so, the third party shall have no liability whatsoever to the shipper and, in addition thereto, any limitation of liability, immunity, exemption or defence available to the company shall be extended to the third party who shall be entitled to assert and to enforce same against the shipper in its own right; 15.9 The shipper irrevocably waives any right to claim against any officer or employee of the company for any act or omission committed by such officer or employee in connection with, or arising out of, the transportation of the goods; 15.10 The company is neither a common carrier nor a public carrier and may decline to transport any goods delivered into its possession;

To view the Standard Conditions of Carriage online, Please visit <http://www.postnet.co.za/standard-conditions-of-carriage>

1. Klanten met Solar PV 1 } Hard copies of  
 2. Klanten met Solar PV 1 } 3 x traaf BAR's  
 3. Klanten met Solar PV 1 } 3 x 4 files each