# CHAPTER 14

ADVERTISEMENTS ON OR VISIBLE FROM NATIONAL ROADS

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14.1 **OVERVIEW**

14.1.1 SANRAL is obliged to provide, establish, erect and maintain facilities on national roads for the convenience and safety of road users.

14.1.2 The display of advertisements on or near a national road is deemed to cause a distraction to road users thereby threatening the safety and well being of those and other road users.

14.1.3 The Act therefore controls the display of advertisements which are on or visible from national roads.

14.1.4 In terms of the Act, no person may:

14.1.4.1 display an advertisement on a national road, or permit it to be so displayed; or

14.1.4.2 display, outside an urban area, any advertisement visible from a national road, or permit any advertisement which is so visible, to be so displayed;

14.1.4.3 display any advertisement visible from a national road in an urban area, on any land adjoining the national road or on land separated from the national road by a street, or permit it to be so displayed.

14.1.5 These restrictions do not apply in certain circumstances. If the advertisement is authorised in terms of the regulations made under the Act, and also complies with the prescribed requirements relating to the matters referred to hereunder, then the advertisement is permitted:

14.1.5.1 the nature of the advertisement;

14.1.5.2 the contents of the advertisement;

14.1.5.3 the size of such advertisement;

14.1.5.4 the time of its display;

14.1.5.5 the manner of its display;

14.1.5.6 the place of its display.

14.1.6 The advertisement is also permitted if the advertisement is displayed on a building in which a business or undertaking is carried on and contains

14.1.6.1 no more than the name of the business or undertaking; or

14.1.6.2 a description of its nature, the name of the proprietor and further information which is authorised in terms of the Regulations.
14.1.7 The advertisement is also permitted if the advertisement is displayed on any vehicle, or is displayed on any other machine or implement and contains:

14.1.7.1 no more than the trade name of that machine or implement; and

14.1.7.2 the name of its manufacturer; provided that the main purpose for which the vehicle, machine or implement is used, is not the displaying of the advertisement.

14.1.8 The advertisement is also permitted if the advertisement is displayed in terms of an authorisation conferred, before or after the incorporation date, under the Advertising on Roads and Ribbon Development Act, 21 of 1940, provided that the advertisement is displayed in accordance with the requirements which, in terms of that authorisation:

14.1.8.1 are applicable; or

14.1.8.2 were applicable to it immediately before the incorporation date.

14.1.9 The advertisement is also permitted if the advertisement is displayed:

14.1.9.1 lawfully at any place immediately before the road or route in question is declared a national road;

14.1.9.2 for as long as it is displayed continuously in the same place; and

14.1.9.3 unless its removal has been directed by SANRAL and the period for its removal has expired.

14.1.10 The advertisement is also permitted if the advertisement is displayed:

14.1.10.1 by the State; or

14.1.10.2 by a body, established by or under any law, in the performance of its functions;

14.1.10.3 in accordance with any law requiring it to be displayed where and under the conditions it is displayed.

14.1.11 Any person who contravenes the provisions of the Act referred to above may be given not less than 14 (fourteen) days written notice by SANRAL to remove the advertisement in question.

14.1.12 If a person fails to comply with a written notice from SANRAL requiring him to remove an advertisement, then SANRAL may remove the advertisement and recover the cost of doing so from such person.

14.1.13 Any person who displays an
advertisement unlawfully\(^1\) is guilty of an offence and liable on conviction to:

14.1.13.1 a term of imprisonment not longer than 6 (six) months; or

14.1.13.2 a fine\(^9\).

### 14.2 PROCEDURE FOR OBTAINING AUTHORITY TO DISPLAY ADVERTISEMENTS

14.2.1 The regulation of advertising on or visible from a national road is dealt with in detail in Regulations on Advertising on or visible from National Roads\(^2\).

14.2.2 SANRAL is entitled to designate areas outside of urban areas in which National Roads are situated as either natural areas or rural areas\(^2\). SANRAL is also entitled, in urban areas and after consultation with relevant Municipalities, to designate areas in which national roads are situated as urban areas of maximum, partial or minimum control\(^2\). If however, a Municipality has already designated an area as one of these categories, SANRAL must designate it as such.

14.2.3 Where a national road falls within an area which has not been designated into a particular category, the area in which it falls is deemed to be an area of maximum control\(^2\).

14.2.4 SANRAL is responsible for developing a map demarcating the areas of control which must be available for inspection to the public on request\(^2\).

However, the relevant Municipality is, in the first instance, responsible for controlling advertisements\(^2\).

14.2.5 Regulation 6 which deals with road safety and traffic considerations applies to all advertisements\(^2\).

14.2.6 Save for Regulation 6, the rest of the Regulations do not apply in an urban area where the relevant municipality has promulgated a by-law:

14.2.6.1 dealing substantially with the matters covered by the Regulations; and

14.2.6.2 that is applicable to national roads in that area; or

14.2.6.3 in any urban area which the Minister has declared the Regulations not applicable by notice in the Government Gazette\(^2\).

14.2.7 In situations where the Regulations apply, an application for approval must be made by:

14.2.7.1 completing the application form prescribed in the Regulations\(^3\);

14.2.7.2 lodging the completed form with SANRAL;

14.2.7.3 lodging the application fee determined by SANRAL from time to time\(^3\).

14.2.8 in situations where the Regulations do not apply, the municipality, when considering any application for an
advertisement equal to or larger than 6 (six) square metres which will face a national road, must make its approval conditional upon the applicant also obtaining the approval of SANRAL.  

14.2.9 In these situations, SANRAL, in considering the application, must consider only road traffic, road traffic sign and safety considerations.

14.2.10 In the event that the application is approved, an agreement will be concluded with the applicant.

14.3 ANNEXURE

14.3.1 Example of Application Form

14.3.2 Example of standard agreement
14.3 ANNEXURES

Annexure 14.3.1 Example of Application Form

ANNEXURE A: APPLICATION FORM FOR APPROVAL OF AN ADVERTISEMENT

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED AND NATIONAL ROADS ACT, 1998 (ACT NO. 7 OF 1998)

APPLICATION FOR APPROVAL OF AN ADVERTISEMENT IN TERMS OF THE REGULATIONS ON ADVERTISING ON OR VISIBLE FROM NATIONAL ROADS, 2000

(1) This application must be accompanied by an application fee in the amount determined by the Agency from time to time.

(2) The Agency may refuse to consider the application if this form has not been completed properly or if the application fee has not been paid.

(3) Applications must be submitted to the address, or addresses published in the Gazette from time to time.

(4) A separate application must be submitted for each advertisement. An application fee must be paid for each such application.

Advertisement identifying information

Office to which submitted ………………………………………………………………………..

Route number …………… Section number ………………… Kilometre distance……………..

Advertisement is located on the side of road on which traffic is travelling in direction……….(N.E.S.W)

Advertisement details

Description of property on which advertisement will be situated ……………………………..

Reference number of regulation in terms of which the approval is required …………………..

Advertisement category description ……………………………………………………………...

Full description of approval required ……………………………………………………………

Agent of applicant (if applicable)

Name of representative of agent ………………………………………………………………..
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Identification number of representative ……………………………………………………………

Name of land owner or company, corporation or other juristic person ……………………………

First names of land owner ……………………………………………………………………………

Identity/registration number/other identification number of applicant ……………………………

Street address and code …………………………………………………………………………………

Postal address and code …………………………………………………………………………………

Telephone no (s) ……………………………………………………………………………………………

Fax no …………………………………………………………………………………………………………..

E-Mail address ……………………………………………………………………………………………

Signature of representative of land owner …………………………………. Date …………………

Local authority or municipality

Name of representative of local authority or municipality ………………………………………

Identification number of representative ……………………………………………………………

Name of local authority or municipality ……………………………………………………………

Postal address and code …………………………………………………………………………………

Telephone no (s) ……………………………………………………………………………………………

Fax no …………………………………………………………………………………………………………

E-Mail address ……………………………………………………………………………………………

Name of local by-law dealing with advertisement …………………………………………………

Area designation by local authority (not allowed, natural, rural, urban area of maximum control,
urban area of partial control or urban area of minimum control) ………………………………..

Note letter of approval by local authority or municipality to be submitted when requested by
the Agency.

Advertisement structure

Detailed information regarding the size, height, width and clearance height of the advertisement as
well as areas to be illuminated or animated.

Site sketch plan

A sketch plan of the site on which the advertisement is to be erected or displayed, drawn to a scale of roughly 1:500 and for a distance not less than 100m upstream and downstream of the advertisement, showing all natural features and also buildings and structure which may affect sight distance, roads and streets, the national road reserve boundary, street manes, route and section numbers, kilometer distances along the national road, all existing advertisements in the areas, road traffic signs and traffic signals, the approximate extent of the visual zone, and the dimensional positions of the advertisement being applied for.

Elevation plan or photographs

Elevations of the proposed advertisement to a scale of not less than 1:500, or photographs of a size not less than 200 x 250mm, taken from points on the road reserve from which the advertisement will be visible, at 50 metre intervals along the left hand-most lane of the road way over a distance of 500 metres upstream of the advertisement, showing the proposed advertisement superimposed thereon. Elevation plans or photographs are only required for large and small electronic billboards, large and small billboards, tower structures, product replicas and three-dimensional advertisements, balcony and under-awning advertisement, the position of the advertisement and its structure in relation to its surroundings and the national road must be provided, as well as any other information subsequently required by the agency.

Additional information to be submitted when requested

When required, the Agency will request the applicant to submit any or all of the following additional information:

Layout plan

A layout plan, drawn to a scale of at least 1:2000 and showing a distance of not less that 500m upstream and downstream of the proposed site of the advertisement being applied for, This plan must accurately show all the information as required for the site sketch plan, the positions form which elevations or photographs are provided, horizontal curve positions, road gradients, speed limits, street and road lighting poles, as well as any other information required by the Agency which will allow a detailed evaluation of any factor which could affect road safety. Such layout plans may be prepared using 1:2000 completion survey drawings obtainable, when available, from the Agency.

Electrical engineer’s certificate

When electricity is used, an electrical certificate signed by a licensed electrical engineer or by an inspector duly authorised by a municipality must be submitted stating that the advertisement will comply with the requirements of these regulations as well as any other regulations and requirements related to the use of electricity, The certificate must also show the engineer’s name, registration number, postal address, telephone no, fax no and email address.
Structural engineer’s certificate

If required by the Agency, additional drawings, calculations and other information and a certificate by an engineer giving details to the Agency’s satisfaction to enable it to establish the adequacy of the proposed means of securing, fixing or supporting the advertisement, to resist all loads and forces to which the advertisement may be exposed and the sufficiency of the margin of safety against the failure to comply with the provisions of the national building regulations contemplated in section 17 of the National Building Standards Act, 1977 (Act No. 103 of 1977). The certificate must also show the engineer’s name, registration number, postal address, telephone no, fax and e-mail address.

Additional information on advertisement contents

When required, the Agency will request the applicant to submit a drawing or photograph at a suitable scale of the advertisement, showing all details of the contents of the advertisement, including words, numbers, symbols, colours, graphics, illumination and animation.

The Agency may also require the applicant to submit an electronic photograph of the created advertisement, showing the advertisement structure as well as the contents of the advertisement.

Letter of approval by local authority or municipality

A letter of approval of the advertisement structure and contents from the local authority or municipality must be submitted when requested by the Agency.

Other information

The Agency may request you to submit additional information or documents.
14.3 ANNEXURES

Annexure 14.3.2 Example of Standard Agreement

MEMORANDUM OF AGREEMENT

entered into between

THE SOUTH AFRICAN NATIONAL ROADS AGENCY LIMITED

(Registration number: 1998/009584/06)

represented herein by J C van der Walt
he being duly authorised by virtue of a Resolution of the Board
of Directors dated 10 November 2000

(hereinafter referred to as "the Agency")

and

____________________________________________________________
(name of owner of advertiser)
(Registration number ___________________)
represented herein by ____________________________
he being duly authorised thereto
by virtue of a resolution dated ____________________
(hereinafter referred to as "the Owner")

PREAMBLE

WHEREAS the Agency, within the framework of government policy, is responsible for the
management, control and maintenance of National Roads for the Republic of South Africa;

AND WHEREAS the Agency's powers, functions and responsibilities derive from the South African
National Roads Agency Limited and National Roads Act, 7 of 1998 ("the Act");

AND WHEREAS the Agency has been granted the authority to regulate advertisements on or visible
from National Roads, in terms of Section 50 of the Act, read together with the Regulations on
Advertising on or Visible from National Roads 2000 ("the Regulations");

AND WHEREAS the Owner has applied for permission to display an advertisement in terms of the
Regulations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 "The Agency" and all references thereto shall mean the South African National Roads Agency
Limited, its duly authorised representative or its successor in title;
1.2 "The Owner" in relation to an advertisement shall mean the person who owns the advertising structure, or will own the structure once it has been erected, or any person who has a right to or share in the ownership of the advertising structure, and who has successfully applied for approval to erect a structure and display an advertisement there upon;

1.3 "Urban areas of maximum, partial, and minimum control" and rural and natural areas shall have the corresponding meaning allocated to them in the definitions as contained in Regulation 1;

1.4 "Relevant Municipality" shall have the corresponding meaning allocated to it in the definition as contained in Regulation 1;

1.5 "The Act" shall mean The South African National Roads Agency Limited and National Roads Act, 7 of 1998;

1.6 "Approval date" shall mean date of signature hereof;

1.7 "Regulations" shall mean the Regulations on Advertising on or Visible from National Roads 2000;

1.8 "The Property Owner" shall mean the registered Owner of the immovable property upon which the advertising structure is situated or such Owner's administrators, liquidators, successors in title or assigns or any other holder of a Real Right in or over the effected portion of the immovable property herein defined;

1.9 In this Agreement, unless the context clearly indicates to the contrary, each reference to:-

1.9.1 the singular shall include a reference to the plural and vice versa;

1.9.2 any one gender shall include a reference to each of the other genders;

1.9.3 a natural person shall include a reference to a Company or Close Corporation and vice versa.

1.10 The captions appearing in this Agreement are for reference purposes and shall not be taken into account in the interpretation of this Agreement.

1.11 Any word that is defined in the Act or Regulations and used herein shall have the corresponding meaning assigned to it in the Act or Regulations, as the case may be.

2. DESIGNATED AREA:

The parties agree that the site which has been selected by the Owner and approved by the Agency to erect the advertising structure and display the advertisements falls within a

2.1 Urban area of Minimum Control
3. LOCATION OF ADVERTISEMENT AND PROPERTY OWNER'S CONSENT:

3.1 The advertisement will be situated on the following property: ________________ (Deeds office description of the property) which property is held by ________________________________ (Property owner).

3.2 The Owner acknowledges that he has the requisite permission from the Property Owner to erect the advertising structure on his property and attaches a copy of the Property Owner’s written consent thereto (see annexure “A” attached hereto). In the event that the property is sold, the Owner shall procure from the new Property Owner his written consent in terms whereof it is agreed that the advertising structure shall remain on the property under the same terms and conditions as have been set out herein. A copy of such consent shall within 30 days of registration of transfer be lodged with the Agency.

3.3 The Owner confirms that the Property Owner has irrevocably consented to the Agency entering upon the immovable property defined in clause 3.1 here above, for purposes of removal of the advertisement and structure, where the Agency's approval is withdrawn for whatever (legal) reason (see annexure “A” attached hereto).

3.4 The Owner hereby agrees that all costs incurred by the Agency in removing an advertisement and/or structure (under the circumstances foreseen in paragraph 3.3 here above or elsewhere in this Agreement) shall be borne by the Owner who undertakes to reimburse the Agency for such costs, upon demand.

3.5 It is recorded that the permission granted by the Property Owner in terms of clause 3.2 here above may only be utilised by the Agency once the provisions of Section 50 of the Act have been met i.e.: once the period in the notice of removal issued under section 50 (3) of the Act has expired and/or where the Agency’s approval is withdrawn for whatever (legal) reason.

3.6 The Owner undertakes to advise the Agency within 30 days of the Property Owner terminating his/her/it’s permission to display the advertisement on the immovable property. In this eventuality, the permission of the Agency shall lapse.

4. APPROVAL BY RELEVANT MUNICIPALITY:

It is agreed that the approval for the display of the advertisement on the property mentioned in clause 3.1 here above is subject to the approval of the Relevant Municipality. If at any time, the municipality withdraws it’s approval for the display of the advertisement or advertising structure, then the Owner agrees to notify the Agency thereof, within 30 (THIRTY) days of receiving such written notification from the municipality. The Agency reserves it's rights to withdraw it's permission to display the advertisement in this eventuality and the Owner agrees to abide by the decision of the Agency, which shall be final.

5. ADVERTISEMENT:

5.1 Advertising structure
5.1.1 It is hereby agreed that permission is granted for the erection of the following type of advertising structure:

**Development Advertisement** complying with the following specifications:

All as per the application submitted on ____________________________

5.2 Type of advertisement

It is an express term of this Agreement that permission is granted for the following type of advertisement:

Development Advertisement, 4m wide x 3m high

To this end, the structure and/or advertisement may not be moved or re-erected or have any alterations made to the electric wiring system save for the purpose of renovation and maintenance, without first obtaining the further written approval of the Agency.

5.3 Design and Construction

The Owner hereby agrees to abide by the Agency’s explicit condition in that the structure aforementioned will comply with the Regulations pertaining to the design and construction thereof, the use of glass, the electrical wiring, the maintenance of the structure, and the illumination and flood lighting of the structures and advertisements. The Owner will furthermore (in general) abide by all the provisions in the Regulations on Advertising on or Visible from National Roads, 2000.

5.4 Maintenance

The Owner hereby undertakes to maintain the structure and advertisement at all times at its own cost and to take all necessary precautions to ensure the safety of the road users.

6. DISPLAY OF ADVERTISEMENTS:

6.1 The Owner agrees that the advertisements that are to be displayed on the advertising structure will at all times comply with the Regulations relating to the amenity and decency and conciseness of advertisements.

6.2 The Owner further agrees that in the event that the conditions of this approval are not met, that the Agency may, after the expiry of the period mentioned in the notice in terms of Section 50 (3) of the Act, (that will be directed by the Agency to the Owner and to the other relevant parties) exercise all and any of it’s powers in terms of Section 50 of the Act.

7. CONTENT OF ADVERTISEMENTS:

It is an express condition imposed by the Agency that the authorisation granted is for the erection of the specific structure and specific advertisement which was reflected in the
application. Should the Owner wish to change the message displayed on the structure at any time in the future, then he may only do so with the prior written authorisation of the Agency. In such an event, the Agency will consider the application for the change of sign face upon receipt of the prescribed fee as determined by the Agency and published in the Government Gazette from time to time and in accordance with its guidelines on outdoor advertising.

8. **PERIOD OF APPROVAL:**

8.1 The approval granted by the Agency for the erection of the advertising structure mentioned in paragraph 4 here above and for the display of advertisements thereupon, is for a period of 3 years, commencing on the date which the last party has signed this Agreement, and expiring on 30 April 2010.

8.2 If the Owner intends applying for the renewal of the approval granted by the Agency in terms of Regulation 40(11), he must, at least 30 days prior to the expiry of this Agreement, place a notice in the Government Gazette in terms whereof the following information is brought to the attention of the public:

8.2.1 the date upon which the Agency gave the approval to erect and display advertisements;

8.2.2 the date upon which the approval will expire;

8.2.3 notification that the Owner intends re-applying for the rights to erect and display advertisements, which rights will be allocated by the Agency to whichever Applicant complies with all relevant criteria.

8.3 An excerpt from the Gazette must accompany the application for the renewal of the rights. Failure to advertise in the Government Gazette as contemplated here above will result in the Agency having to place its own notice in the Gazette and no applications will be considered for a period of thirty days after the Agency’s notice has been published. Furthermore, no advertisement will be allowed to be displayed on the advertising structure until the Agency have given approval therefore.

8.4 It is understood that the Agency is under no obligation to renew an approval previously granted by them and if a renewal application is rejected, then the Owner undertakes to forthwith remove the advertisement, and thereafter to remove the structure within 90 (NINETY) days of receiving written notification of the rejection of the renewal application.

9. **ADMINISTRATIVE FEE:**

9.1 The Owner shall be liable to pay the Agency’s administrative fee in the amount of ________________________ on date of signature hereof.

9.2 In the event that this Agreement is extended as foreseen in clause 8 here above, a further administrative fee shall be negotiated and payable by the Owner to the Agency.
10. **PERMISSION TO ERECT STRUCTURE IN BUILDING RESTRICTION AREA:**

10.1 The Agency hereby grants permission in terms of Section 48(1) of the Act to the Owner, to erect the advertising structure specified in clause 5 here above, within the building restriction area that applies alongside National Road N7. This permission is subject to the condition that in the event that that the National Road must be widened at a future date, the Owner shall, if requested to do so by the Agency, move the advertising structure and shall further be liable to bear the full costs of the relocation. The Agency does not accept liability for any financial loss that may be suffered by the Owner or Property Owner in the event that the Agency orders the relocation of the advertising structure in terms of this clause.

10.2 In the event that this Agreement is terminated (for whatever reason), the permission granted in terms of this clause shall ipso facto lapse.

10.3 The Owner confirms that the Property Owner has agreed (see annexure “A” attached hereto) that in the event that the conditions imposed by the Agency herein are, upon the expiry of the period stated in the notice that will be directed by the Agency to the Property Owner in terms of Section 48(5) of the Act, not met, that the Agency may enter upon the property and exercise it’s rights in terms of Section 48 of the Act.

11. **INDEMNITY :**

11.1 The Owner hereby agrees to indemnify the Agency against, and hold it harmless from any claims or damages which may be instituted or suffered by any person, including legal costs incurred, as a result of the erection of the structure by the Owner or as a result of any failure by the Owner to comply with any of the conditions contained herein or to maintain and render safe anything whatsoever to which this permission relates.

11.2 The Agency shall not be held liable for any loss or damage suffered by the Owner as a result of any action undertaken by the Agency in connection with road construction or road maintenance.

11.3 The Agency shall not be involved in any expenditure in connection with the erection of the advertising structure.

12. **REGISTRATION NUMBERS :**

The Owner shall display on the advertisement, in a clearly visible position, the registration number that has been allocated to it by the Agency. The Agency may, in its discretion, also direct that said registration number be displayed on more that one position on the advertisement, or that an amended/alternative registration number be displayed on one or more positions on the advertisement. The Owner also hereby undertakes to display the name and address of the advertiser on the advertisement as directed by the Agency in annexure “B” hereto (annexure “B” shall be supplied by the Agency and shall indicate both where the registration numbers shall appear as well as where the name and address of the advertiser must appear on the structure concerned if necessary).
13. **WARRANTY BY OWNER**:

The Owner hereby warrants that the representative signing on its behalf is duly authorised to do so and all undertakings given by said representative shall at all times remain binding as against the Owner.

14. **GENERAL**:

14.1. No indulgence or condonation of the Agency of any breach of any term of this contract by the Owner, shall constitute a waiver of any of the Agency's rights in terms of this Agreement and no amendment of this contract shall be valid unless reduced to writing and signed by both the parties.

14.2. The authorisation granted by the Agency herein is in addition to and not in substitution of any consent or approval that may be required by any other law.

14.3. It is recorded that this document forms the entire Agreement between the parties and neither of the parties shall be bound by any representations, warranties or undertakings that are not recorded herein or that have not been reduced to writing and signed by each of the parties.

14.4. In the event that any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, unenforceable or illegal for any reason whatsoever, then the remaining terms and provisions of this Agreement shall be deemed to be severable therefrom and shall continue in full force and effect.

14.5. The Law of the Republic of South Africa shall at all times govern the interpretation, implementation and enforcement of this Agreement.

14.6. The Owner shall not, without the Agency's prior written authorisation, be entitled to cede or assign its rights and/or obligations in terms of this Agreement to any third party whatsoever.

14.7. The Owner hereby undertakes to supply the Property Owner with a certified copy of this Agreement which the Agency may inspect, upon reasonable notice.

14.8. In the event that the land use of the property upon which the advertisement is situated is changed to preclude advertising, the Agency may mero moto cancel the Agreement and neither party shall have any claims of whatsoever nature against the other party.

14.9. The Agency shall be entitled to cancel this Agreement where it is provided with evidence indicating that any of the information provided by the Owner is false or that the Owner misrepresented any facts which was a deciding factor in allocating the rights to the Owner. In such an instance, the Agency shall be entitled to cancel this Agreement and pursue further legal action to recover any damages that may be suffered as a result of the false information/misrepresentation.

14.10. Where the conditions of the road from which this advertisement shall be visible change to the extent that accepted accident statistics indicate that the advertisement poses a danger
to the driver, the Agency shall be entitled to request that the advertisement face be altered or alternatively and depending upon the severity of the accident statistics, to request that the advertisement and advertisement structure be removed at the cost of the Owner. The Owner agrees to abide by the decision taken by the Agency in this regard and further agrees that in the event that the advertisement and advertising structure must be removed, that neither party shall have any claims against one another arising out of the cancellation of this Agreement under these circumstances; - It being understood that the safety of the driver is at all times a priority of the Agency.

15. DOMICILIA AND NOTICES:

15.1 Any notices to be given to the parties in terms of this Agreement shall be in writing and delivered during normal business hours or posted by prepaid registered post to the addresses mentioned hereunder, which addresses the parties choose as domicilium citandi et executandi for all purposes arising out of this Agreement:

15.1.1 The Agency:

Celtis Paza North, 1085 Schoeman Street, Hatfield, Pretoria

PO Box 415, Pretoria, 0001
Tel no: (012) 426 6000
Fax no: (012) 342 1320

15.1.2 The Owner: ________________________________

Tel no: ________________________
Fax no: ________________________

15.2 Every notice shall be deemed to have been properly given and received:

15.2.1 if delivered by hand, on the date of delivery thereof, or

15.2.2 if sent by prepaid registered post, on the seventh day after the date on which the notice is posted.

15.3 Where, in terms of this Agreement, any communication is required to be in writing, the term “writing” shall include communications by telefax. Communications by telefax shall, unless the contrary is proven by the addressee, be deemed to have been received by the addressee 12 (twelve) hours after the time of transmission.

15.4 The parties shall be entitled to vary their domicile to any other address within the Republic of South Africa provided notice to this effect is given to the other party in terms of the notice provision contained in this clause.
16. **BREACH**:

16.1 Should either party hereto breach any term or condition hereof ("the defaulting party") and fail to remedy same within 10 (Ten) days from date of posting of notice by the other party ("the injured party") requiring the defaulting party to rectify such breach then and in such event and without prejudice to any rights under and in terms of this Agreement and to any other claims for any amounts already due or claims for damages which the injured party may have against the defaulting party, the injured party shall be entitled to:-

16.1.1 proceed to enforce the defaulting part's compliance with any one or more terms and conditions of this Agreement by way of an order for specific performance with or without damages; or

16.1.2 cancel this Agreement and claim such damages as such party is entitled to in Law; or

16.1.3 proceed for any remedy to which the injured party would be entitled to at Law.

16.2 In the event that an advertisement is displayed by the Owner without the Agency's prior written authorisation, then the Owner shall be in breach of the approval granted by the Agency. The Agency shall in such instances, provide the Owner with a notice in writing, directing them to immediately remove the advertisement and lodge with the Agency an application wherein approval is sought for the display of the advertisement, failing which the approval shall be withdrawn. This shall have the same effect as if the period of the approval had lapsed and the advertiser shall then have to apply to the Agency for the renewal of a right to advertise in accordance with the Regulations.

16.3 Furthermore, and in the event of the Owner wishing to terminate the Agreement, then he/she/it shall advise the Agency in writing of his intentions to do so, and shall furthermore undertake in such letter to remove the advertisement and the structure within 90 (NINETY) days of the termination of the Agreement.

Signed at ________________________on this _______ day of ____________________20___

________________________________________
For the SOUTH AFRICAN NATIONAL ROADS AGENCY LTD

WITNESSES:

________________________________________

Signed at ________________________on this _______ day of ____________________20___

________________________________________
For the Owner
WITNESSES:

________________________________________