



YEAR OF 2008 DRAWS TO AN END

Each year seems to go by faster as you get older. The year of 2008 has been no exception. Time too goes by very quickly when you are busy. We at the Chamber certainly hope that the reason for 2008 passing by so quickly for PIFSA KZN members was the latter rather than the former.

One of the reasons why 2008 has passed by so quickly for the KZN Chamber has been the “buzz” that has been going on at the Chamber offices. When we refer to “buzz” we mean it in the context of the busy bee rather than some “other” interpretation.

What has been keeping the Chamber busy this year?

An important focus by the Chamber over the years has been that of the services it offers to its members. The Chamber has excelled this year in that it has extended its offering by establishing a satellite branch of the Cross Media Training Centre in New Germany. From humble beginnings, we have seen Printing and Packaging companies in KZN begin to support this local venture.

We began our first TT Block in January 2008 with Eight apprentices. We felt that this was a sound start, and decided that there was potential for growth - and to push on. We were rewarded, in that we ran TT Blocks for 53 delegates in 2008. Some of the delegates attended two Blocks during the year.

It has been many years since apprentices were able to attend their Trade Theory Blocks in KZN, and we hope that we can improve on 2008 in the new year. For this we need the support of members.

Not all of our training effort has been focused on apprentices. A large number of employees have attended other programmes such as Supervisor Training, Industrial Relations Training, First Aid Training and various Administrative Skills.

Other than the feet of students/trainees passing through our offices, the Statutory Council has held in excess of 95 labour disputes at the Chamber offices.

We wish all of our Chamber Members who are fortunate to shut down over the festive season a relaxing holiday. For those who don't and where it is business as usual we wish you a smooth transition into 2009.

If you are to travel, go safely, and for those who are staying put, we wish you all of the very best.

Subscription Discount for 2009

In an attempt to improve collections and reduce administration, any member who pays the 2009 subscriptions in a once off payment for the year **BY THE END OF JANUARY 2009** will be granted a 10% DISCOUNT. Any payments made after January, will NOT qualify for the discount.

Please contact our bookkeeper, Di Coventry on (031) 7058744, who will gladly process a tax invoice reflecting your yearly amount.

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GOLF DAY A GREAT SUCCESS

The KZN Chamber Golf Day held on 14th October was a very successful event. The rain stayed away for most of the day, and only affected the final few who were still on the course towards the end.

A number of companies put a lot of effort into their attire and appearance. The end result was a very close affair between Nuprint and Knoxprint. Knoxprint had the edge, and walked away with the award for the best dressed fourball.

Nearest the pin on hole No 4 went to Wayne Stevens and hole on No 11 it went to Luke Pienaar. The straightest drive went to Dean Slaughter.



(L – R)
Pete Oliever, Alan Cretten, Warren Smith, Daryl Scott and sponsor/caddy Jero Anderson of Agfa.



Paul Knock (left) receives the Bill Kewley “Spirit” Floating Trophy from Keith Kewley

Bill Kewley “Spirit” Award

Keith and Alan Kewley donated a floating trophy in memory of Bill Kewley, past President of the Chamber, a great supporter of the industry, the Chamber and the Chamber’s social events.

The Bill Kewley “Spirit” Floating Trophy was to be awarded to the player who displayed the greatest spirit on the day. The most deserving winner of this trophy was Paul Knock of Knoxprint. Paul had recently been through some trying times. He was commended for his convening the Golf Day sub committee for the Chamber and ensuring that the committee presented a well organised event. In addition, he was out there on the course, when many thought that he would be taking it easy on the day. Not only did he play the round, his fourball was also winners of the best dressed award. Paul’s approach to the day was something that Bill would have been proud of.



The team that makes it all happen on the day (L – R)
Barry Lynch, Paul Knock, Peter Tubb, Martin Conway and Geoff Warren



Dennis Hey of Xerox hands over a Xerox printer to lucky winner Alan Hay

Chamber Cocktail Function

A large crowd of Printers and Packagers turned out to celebrate the Chamber's year-end function. Chamber President, Kevin Moore-Boyle got the proceedings underway with his introductory speech. This was followed by a speech from Patrick Lacy, Deputy CEO of PIFSA and Keynote speaker, Bernhard Riegler, General Manager Marketing: Sappi Fine Papers South Africa.

Patrick Lacy highlighted the relevance of the Printing Industries Federation to employers in the industry. He pointed out that the organisation had survived for almost a hundred years. It had seen two World Wars, and the coming of democracy to the country. In all of this, it had adapted to the needs of the times, and continued to play a relevant part in the business of printing and packaging. He urged members to participate in the activities of the Chamber, and commended members of the Chamber Executive Committee for the sacrifices they made for the good of the industry.

Bernhard Riegler had flown in earlier in the day from the far east. He had experienced a very long day! His speech did not reflect the fatigue he must have experienced. Bernhard spoke of the possibilities of synergy between paper manufacturers and their customers – print and packaging. He challenged those present to think “out of the box” and to look at new ways that product could be used.

The event was made possible through sponsorship by Sappi Fine Papers. Further assistance came from ABSA Bank through their PIFSA Finance arm and a newcomer to Chamber events in the form of Indevco who are concerned with the facilitation of government incentives for business expansion and capital investments.

The Chamber expresses its gratitude to the sponsors for making the evening possible.

Members' News

Should you wish to have news from or about your company published in the Chamber Bulletin, please send details by fax or e-mail to the Chamber. See address at bottom of page 1 in this issue or contact Helen on 031 7058744.



Chamber President Kevin Moore-Boyle delivered the opening speech of the evening



Printers listen attentively to the speeches at the KZN Cocktail Function.



Keynote speaker, Bernhard Riegler, General Manager Marketing: Sappi Fine Papers South Africa.

Read your email and sms messages!

In July 2008 the Labour Court, handed down a very important judgment regarding electronic contracting in *Jafta v Ezemvelo KZN Wildlife* (D204/07) [2008] ZALC 84 (1 July 2008). In short, the question to be answered was whether the acceptance of a job offer by email and sms resulted in a valid acceptance of the offer. In this case, the offeree accepted the offer emailed to him via email. As the offeror did not receive the acceptance, an sms was sent to the offeree asking him to reply to the offer. He sent a return sms stating that he does. The court found that, as the offeror communicated by email and sms, replies in the same format were acceptable in terms of the COMMON LAW.

As the COMMON LAW requires that an acceptance of an offer comes to the attention of the offeror before a contract comes into being, and the offeror, in this case, denied receipt of the acceptance (email and sms), the court turned to the requirement of the Electronic Communications and Transactions Act, 25 of 2002 to ascertain when a data message reaches a recipient. It was accepted, correctly, that both email and sms messages are “data messages” as defined by the Act. Regarding this question, a few extracts from the judgment will illustrate the principles. (The added emphasis is that of the author.) “... electronic communications systems are now standard forms of transacting in the information age. Anyone seeking to exclude particular forms of communication must expressly contract out of them, or else the provisions of section 23 of the ECT Act are triggered as default rules, that is, rules that apply when the parties have not agreed otherwise. When they do agree on the mode of communication, they must abide by it.

Furthermore, when time is of the essence and the communication system used accelerates the speed of communication, contracting parties should be especially vigilant about sending and receiving offers and acceptances electronically. (Par 98) “As the parties did not agree to exclude the exchange of offers, counter-offers and acceptance generated electronically, the rules set out in the ECT Act apply by default.” (Par 103)

“The ECT Act prescribes when a contract by e-mail and SMS comes into existence. Subsection 22(2) stipulates that such contracts are formed at the time when and place where the offeror receives acceptance of the offer. Furthermore, section 23 supplants the general rule of the common law that an acceptance of an offer must come to the knowledge of the offeree for a contract to arise ...” when data messages are used. (Par 80) “The critical common denominator between section 23 (1) of the ECT Act, Article 15 (1) of the Model Law and other implementing states with similar convergent statutes, is that the message must enter an information system outside the control of the sender. The critical element is the sender losing and the recipient acquiring control.” (Emphasis added. See Par 84)

- Therefore, “ ... adjudicators will regard an SMS or e-mail as having been received even if the addressees have no knowledge of it being in their inboxes. The data message has to be merely capable of being retrieved; the addressee does not have to actually retrieve it.
- Furthermore, the addressee does not have to acknowledge receipt of a data message for it to have legal effect.” (Par91)

Needless to say, the Court found in favour of the offeree. This judgment confirms that companies have to be extremely vigilant when allowing their staff to use electronic mail and sms messages. By training staff in the responsible use of email, and developing an immutable rule that email must be read and responded to appropriately, employers can limit their risk.

Two other matters come to mind:

- An employer must be careful not to create an impression, by allowing an employee to use email irresponsibly, that that employee is authorised to contract electronically. (Estoppel, remember!)
- The employer must make arrangements that an employee’s email is read even when that employee is on leave or has left the employ of the employer. The latter issue creates a privacy conundrum in terms of the Interception of Communications and Provision of Communications-Related

Information Act, 70 of 2002, which, in Chapter 2, prohibits the interception of employee's electronic communications (very broadly speaking) and employers should review their policies in view of the risks identified in the judgment. The judgment, available at www.saflii.org/za/cases/ZALC/2008/84.html, is essential reading for all company secretaries.

With Acknowledgement of CHARTERED SECRETARIES — SOUTHERN AFRICA and PIFSA Central Chamber

Buying new or second hand equipment?

PIFSA Finance

If you are considering the purchase of new or second hand equipment or machinery, then you should consider using the Federation's Finance arm **PIFSA Finance**.

PIFSA Finance is a Joint Venture between PIFSA and ABSA Bank. It has been structured specifically for the Printing, Packaging and Allied Industries.

We have financed a large number of deals for PIFSA members over the last three years.

Make a call to Geoff at the Chamber 031 7058744 to see how this can help you.

CPI DOWN BY 1%

The Headline CPI annual Inflation Rate at October 2008 was 12,1%.

The headline inflation rate (year-on-year) was 1,0 percentage point lower than the 13,1% recorded at September 2008. The year-on-year increase in the CPIX for October 2008 was 0,6 of a percentage point lower than the 13,0% y/y increase recorded at September 2008.

Source: Stats SA

Need Technical Training?

The Chamber can facilitate technical training for Litho sheet fed and Flexographic printing.

This training is conducted in-house.

Contact Geoff at the Chamber for details.

Wall Charts

The Chamber has a stock of wall charts that companies should be displaying on their premises.

- Basic Conditions of Employment Act
- Occupational Health and Safety Act
- Employment Equity Act

These are available at a discounted price of R85,00 per chart (excl. VAT)

The Voetstoets Clause

Much has been reported in the press about the judgment in *Odendaal v Ferraris* (422/2007) [2008] ZASCA 85 (1 September 2008) regarding a voetstoets clause. On a careful reading, it transpires that this judgment simply confirms the position that a buyer can only avoid the effects of a voetstoets sale if he can show "that the seller knew of the latent defect and did not disclose it, but also that he or she deliberately concealed it with the intention to defraud (dolo malo)."

The fact that the property was erected without adherence to the municipal by-laws, did not make it unfit for the purpose for which it was bought. The Respondent bought a house and that is exactly what was delivered to him. (It must be noted that the buyer, in casu, could not prove the intention to defraud. Had he been able to do so, the outcome for the parties would have been quite different.)

The court neatly distinguished these facts from a case where a buyer bought a restaurant business as a going concern not knowing that the licenses had not and would not be issued. In that case, the seller did not deliver a business. What the buyer bought and what was delivered to him, was not the same and the seller cannot claim the protection of a voetstoets clause. This case illustrates the principle that the buyer must beware. However, it also confirms that a seller cannot, in all circumstances, hide behind a voetstoets clause.

With Acknowledgement of CHARTERED SECRETARIES — SOUTHERN AFRICA and PIFSA Central Chamber

Technical Theoretical Module 2009 General Information

The Technical Theoretical Modules I, II and III for Lithography Sheet Fed, Flexography Rotary Printing and Re-reeling and Packaging are conducted at:

KZN Division CROSS MEDIA TRAINING CENTRE

Unit 2
Afriscan Park
21 Shepstone Road
New Germany

Contact Person: Helen Stuart
Telephone No: 031 7058744

Commencement dates

<u>Semester 1</u>		<u>Semester 2</u>	
TT1 -	26 January – 13 February 2009	TT1	06 July – 24 July 2009
Exams:	16,17 & 18 February 2009	Exams	27, 28 & 29 July 2009
TT2 –	02 March – 20 March 2009	TT2 –	17 August – 09 September 2009
Exams:	23, 24, & 25 March 2009	Exams:	7, 8, & 9 September 2009
TT3 -	01 June – 19 June 2009	TT3 –	21 September – 14 October 2009
Exams:	22, 23 & 24 June 2009	Exams:	12, 13 & 14 October 2009

Dates include examination days

Training begins on the Monday at 08:00. Please ensure that your candidate(s) report to the Cross Media Training Centre **New Germany** on the aforementioned date.

Costs: R8240.00 (incl Vat)

Meals

A limited supply of light snacks/pies/drinks etc. drinks will be available for purchase at the Training Centre.

Stationery Requirements

Each candidate is required to bring the following stationery when attending the TT Modules:

- | | |
|---------------------|-----------------------|
| 1. Pens and pencils | 2. Highlighters |
| 3. Erasers | 4. Ruler |
| 5. Examination Pads | 6. Calculator (Basic) |

Registration

The following requirements must be met prior to the commencement of the TT Block:

- All the registration forms (2pgs) must be completed (in full) by the employer and faxed to Helen on 0317054408 (**forms are available from Helen 031 7058744**)
- An Order number must be supplied
- The bottom portion of the form must have the company stamp (if applicable) and signed by the employer
- Cheque or proof of payment must be supplied on the first day of Block
- A copy of the candidate(s) **Identity Document** must be supplied

***Candidates cannot be registered unless all documentation
has been completed / supplied***

Should you require any further information, please do not hesitate to contact:

Helen Stuart: Tel: 031 7058744 Fax: 031 7054408
Email: kzn-chamber@pifsa.org



Printing Industries Federation of South Africa KwaZulu-Natal Chamber

ESTIMATING COURSE FOR PRINTERS – 2009

This course will assist individuals in not only calculating estimate but also production planning, management and sales.

Estimating classes for 2009, at KZN Chamber are as follows:

- STARTING DATE** : 3 February 2009
- STARTING TIME** : 17h00, every Tuesday evening
- REGISTRATION BEFORE:** 30th January 2009
- VENUE** : Unit 2 Afriscan Park, 21 Shepstone Rd, New Germany
- COST OF THE COURSE** : **R3 650, 00 (Inclusive of Text Book, Tuition, Examination Fee and Certificates, Incl. VAT)**
- R7 300.00 for non Member (Inclusive of Text Book, Tuition Examination Fee and Certificates, Incl. VAT)**
- DURATION** : 40 x 2 hour lectures during the year
- EXAMINATIONS** : 1 x theoretical examination in June
2 x practical examinations in November

COURSE CONTENT:

Introduction to Estimating: Computers – Assisted Estimating; Paper and Paper Calculations; Type Calculations; Ink Calculations; Technical Terms; Imposition Schemes; Standard Layout for the Preparation of Quotes; Magazine Production; Label Work; Book Work; Hourly Cost Rates; Jobbing Work; Carton Work. Estimating for Web Offset, Gravure and Flexo Printing.

ENROLMENT FORM
Name of Student
Name of Company
Postal Address of Company
Tel: (W) Fax:
Tel: (H)
I hereby wish to register the above student/s for Estimating Printers 2009.
Enclosed herewith my cheque for R Payable to: PIFSA KZN Chamber, PO Box 1212, Kloof, 3640
Contact name of company official
Fax Enrolment Form to: 031-7054408 (Please copy enrolment form if you have more than one student)

CHAMBER COURSES January - February 2009

Course	Details	Duration	Date	Price
Supervisor Leadership Development	A course for first line Supervisors/Managers. Specialising in the principles of Management and dealing with staff.	3 Days 08h30 – 16h30	20-22 January	R3 050,00 (excl. VAT) Tea, Lunch and Course Notes
Telephone Technique and Front Office Skills	Impressions are long lasting and customers can be won or lost during their encounters with your business. This could be on the telephone, at the switchboard or reception desk.	1 Day 08h30 – 16h30	28 January	R1 200,00 (excl. VAT) Tea, Lunch and Course Notes
TT1 Block: Sheetfed Litho, Flexo Rotary Re-reeling, Packaging	Apprentice Trade Theory Block	18 days 08h30-15h45	26 January – 18 February	R8 240 (Incl. Vat)
Professional Minute Taking	Sending out Notice, Agenda, Taking Minutes, Format of Minutes, Style, The use of the English language.	Half day	10 February	R750,00 (excl. VAT)
First Aid Level I	Delegates will receive First Aid Training to equip them as an In-house First Aider. This course includes CPR.	2 Days	17 - 18 February	R625,00 (excl. VAT)
An Introduction to Printing ID2	An in-depth explanation of traditional printing processes, current and future development, Paper and its influences on the printing process, Colour and ink.	2 Days	19-20 February	R2 345,00 (excl. VAT) Tea, Lunch and Course Notes
Handling Misconduct and Poor Work Performance	A hands-on practical programme for Managers and Supervisors who have to deal with Misconduct and Poor Work Performance issues.	1 Day 08h30-16h30	23 February	R1 250,00 (excl. VAT) Tea, Lunch and Course Notes