

To: Mr. A Moemi and or Deputy General of Transportation.

Re: Discrepancy or prejudice against those who were pre-licenced and did not expire and were valid and are still valid between the 26th March & today's date, versus those whose licences of whom had expired on or between the 25th March and the 31st May 2020.

From: Miss F Brooke-Leggatt (Chairperson of the Private Charter Passenger Association) (PCPA)

Dear Sir

Firstly, I cannot thank you enough in engaging with myself this evening via what I suppose as I know that you must be being hit in all directions in sorting out fires, and I thank you for engaging.

On viewing our grievances, please at all times, bear in mind that the operators that I am looking for assistance from yourselves on, all carry Valid Tourism and Charter permits and hold no Scholar or Route Contracts and do not receive a subsidies from the government in any form.

All these operators in question I am able to produce their valid Tourism and Charter permits on yourselves being able to assist yourselves and hence will not open yourselves up to all sectors within the transport industry who have been or are currently working through the lockdown.

Furthermore, when taking the argument of our grievances to heart, please bear in mind that I am representing members who are coach and bus owners who have not worked from the 26th March to date as they all carry Tourism and Charter permits of whom because they are large commercial passenger transport operators have to do COF every six months and hence end up pre-paying ones licence fees upfront prior to use.

Despite domestic tourism being opened from today's date, we are totally reliant on transporting International tourists, Conference clientele, Church groups and excursions all of which are still on one could say a hard "lock-down" as despite opening domestic tourism from today these sectors are and will remain completely non-existent and it is doubtful that we will have our vehicles working until the International borders and conference restrictions are lifted i.e.) we have been led to believe that we will not be able to commence work until the end of January 2021.

On viewing the below, I have broken down a couple of examples to show how the current regulations have prejudiced ourselves with ourselves already having some of the members having pre-paid our licences prior to the 26th March and which were and are still valid after the 31st May till to date.

It goes without saying that as per the explanation below of those discs of which haven't expired between the 26th March and the 31st June, were in a state of pre-payment with regards to the four months outlined in the gazette and subsequently have lost the monies outlaid prior to the lockdown being announced and have not benefit for those months you have granted the five month maximum extension i. e) you have given all those discs which expired over this period of 26th March to 31st June 2020 at best a five month extension. Hence, these operators have lost on both fronts.

In order to rectify this and put everybody on the same footing with regards to commercial or public use, all licences that were valid in February being the worst case scenario and expiring this month, namely August, should be granted those months as an extension on their licences as they pre-paid them as well as then giving them the further five months that you have already given those disc holders whose licences expired over the 26th March to 31st May. This would then result in complete fairness to ensure those who had valid licences and were unable to utilise them were compensated for the pre-payment and then furthermore given the same respite that you have shown to those

whose licences expired during this period but hadn't prepaid the fees. This is not the same for large commercial trucks who only have to put their vehicles through COF once a year and hence pay for the year instead of ourselves paying our fees up-front every six months in advance of use, thus enabling ourselves to pickup the COF date on the new discs and furthermore the sector in question have not worked from the 26th March till to-date. First prize, would be for the individual departments of transport to repay those who pre-paid and have now lost five months and on the 26th September will be six months, as this injection into our cashflow would insist in ourselves meeting our monthly over-heads as some of the operators in question have pre-paid R1.2million for their fleets in licence fees in good-faith that we would be able to utilise the roads for commercial purposes and subsequently have not been able to utilise the roads despite pre-paying in good-faith. Under the circumstances, I don't think it will be un-reasonable to ask if you cant assist ourselves in monetary value for the monies we have outlaid, we are all due to repay our licence fees after being down five months this 26th August and would appreciate you assisting ourselves with this extension of pre-payment of the six months we would have pre-paid as well as the five months you have already granted to those who expired over the period of 26th March to 31st May. i.e.) it would result in a maximum of 11 months to date on each Charter and Tourism permit that would at worst expire on the 26th September.

Therefor we have subsequently lost five months pre-payment and furthermore because these discs did not expire during the March 26th to May 31st they have further lost the 5months that yourselves offered as an extension, subsequently we are eleven months worse off if you prepaid your licence fees at the beginning of February 2020.

I.e.) There for those who renewed their COF licences in Feb and prior to the 26th March resulted in having to pay the six months pre-payment in advance and only were able to operate from 26th Feb to 25th March i.e.) one month use for paying 6 months upfront licence fees and subsequently ask that they get the prepayment of those months added to their current expiry date on their discs as well as the additional five months which you have given the operators of whoms discs expired between the 26th March to 31st May period in order for all to be given the same benefit whether you had pre-paid or whether your licence disc had expired, this would create an immediate equal footing and make those who pre-paid feel that they have not lost what they had pre-paid for use of the road, whilst not being able to generate income for commercial purposes.

What I have done below, for easy reference is given yourselves two examples of a vehicle licence disc that expired within the gazetted period of 26th March to 31st May versus a disc of an operator who pre-paid his licence fees in Feb and March and will only subsequently worst case scenario expire on the 26th September 2020. In this example of a current licence disc holder only expiring on the 26th September in the Tourism and Charter sector, it has resulted in the operator being able to operate for one month and losing the following five months whilst the lockdown for ourselves is still in place.

The below will outline to yourself exactly what an advantage an individual has had if you had not prepaid your fees and hence they expired on or between the 26th March and 31st May compared to someone who pre-paid their licence fees in Feb and it only expiring in September.

	The Current Gazetted ruling refers to the below:	Current legislation results in the following:	Advantages gained with the current legislation:	End Result:
Examples:				
<p>Gazetted regulation currently in place:</p> <p><u>For example:</u> A) A vehicle which expires on or between the 26th March till the 31st May.</p>	<p>1) This licence disk holder scores at best five months and at worst three months onto their licence's dependant on the date that expiry ran on.</p> <p>2) These disks have not lost any fees they have prepaid if it was due to expire on the 26th March. If it expired after the 26th April, they lost one month's pre-paid fees and if it expired up and until the 31st May they should be entitled to two months fees.</p> <p>Current Gazetted ruling results in unfairness to those whose licences did not expire during the period of 26th March to 31st May: (As referenced to below)</p>	<p>All these disks have subsequently been granted an extension of between five months and one-month worst case scenario. However, those disks that only expired in the month of May, have prepaid up and until May and hence have pre-paid for two months that they should get a further extension on. (this would ensure placing all on the same starting block, because their licence was still only due to expire after two months into the lockdown)</p> <p>Current legislation results in the following:</p>	<p>These individuals whose licences expired on or around the 26th March and hence had utilised their entire fee, have been granted an extension of March's expiry date till 31st August, which is effectively five months free and they haven't lost a cent as their licence fee had been completely utilised and now they are receiving an additional five months.</p>	<p>This individual disk owners falling into this period, have gained five months and have lost absolutely not one cent if his or her licence fee expired on or from the 26th March onwards because they were due to or near the date of expiry and were due to be paid and therefore have not lost by prepaying the licences months ago.</p>
Example Continued:	The Current Gazetted ruling refers to the below:	Current legislation results in the following:	Disadvantages obtained with the current legislation:	End Result:
<p>Vs B)</p> <p>A vehicle which Did NOT expire between the 26th March up and until the 31st May</p>	<p>1) This licence disk holder scores nothing and actually under the current regulations stipulated in the gazette has lost the fees it pre-paid for it being valid over the period of 26th March to 31st May.</p> <p>2) Furthermore, this valid disc holder has not been granted the 1 to five months that those of whose licences as above expired during this period of 26th March to 31st May.</p> <p>Therefore, they should be granted the four months as those whose disks expired to ensure all have been granted the same grace period and furthermore have their licences extended or re-imbursed for the months that they were not eligible for use. i.e) March to date.</p>	<p>This licence fee holder has lost eleven months, five pre-awarded by government & up to five months that the licence disk was pre-paid and valid for over the same period. i.e.) this licence disk only being due to expire after the 31st May, had pre-paid fees. i.e. _ Their disc was a valid licence disk prior to the lockdown dates of 26th March to 31st May.</p>	<p>The disc holders who discs didn't expire during the lockdown and up to the 31st May, have lost the monies they pre-paid to the licencing departments and have lost the five months that those disc holders obtained for merely expiring during the lockdown, which is grossly unfair and in-effect have lost 11 months because their licences were fully paid and valid.</p>	<p>Therefore they are currently worse off by a total of the four months everybody else has received for expiring over this period and they have had no utilisation of their licence that they prepaid for from the 26th March till the 26th August Hence, they have lost six months pre-payment of their licences that they paid and the additional five months that the</p>

						government has given to those licence holders that expired during the hard lockdown. i.e.) a Total of 11months worse off than a licence holder whose licence just expired in March, April or May 2020
	Original Licence Expiry Date:	Did the licence expire during the gazetted (HARD LOCKDOWN) period of 26th March & 31st May?	Was it granted an extension on the licence date, due to expiring between these gazetted dates?	What is the new expiry date given?	What benefit did this disc receive?	Did this licence disc have any prepaid months that one didn't get use of?
NB11629	30/04/2020	YES	Yes	31/08/2020	4months	I LOST 1 Month PRE-PAID & DIDN'T GET THE FIVE MONTHS OFFERED IN THE GAZZETTED REGULATIONS.
NB8614	31/03/2020	YES	NO	28/02/2021	NO BENEFIT, I HAVE LOST FIVE MONTHS OF THE LICENCE FEE FOR NON-USE, TO DATE	I LOST SIX DAYS I PRE-PAID & DIDN'T GET THE FIVE MONTHS OFFERED IN THE GAZZETTED REGULATIONS.
HZ50TPGP	30/04/2020	YES	YES	31/08/2020	4MONTHS	1 MONTH
Nb9676	31/07/2020	NO	NO	N/A	NONE	YES (WE HAVE LOST 5MNTHS PRE-PAYMENT ON THE LICENCE FEE WE PAID TO DATE & DIDN'T GET THE FIVE MONTHS OFFERED IN THE GAZZETTED INFO.
NB11294	31/01/2021	NO	NO	N/A	NIL	YES (IT HAS LOST FIVE MONTHS OF ITS LICENCE DISC FEES AS ITS NOT OPERATED SINCE 26 TH MARCH TILL TODATE.

Therefor I have shown above that in some instances if you prepaid your licences and they didn't expire in the allotted 26th March to 31st May, the operator has lost the five months extension to the 31st August given as well as have lost the monies pre-paid for the licence disk not expiring over this period despite having paid for the use-age. (These workings are up to and including the 26th August, however each month we lose an additional month we pre-paid and subsequently therefor worst case scenario all will have expire by the 26th September and that means those discs have lost six months licence fees that we pre-paid and the five months extension that they gave all, therefor you are subsequently 11months worse off for pre-paying than somebodies disc who expired in March.

I hope this all makes sense and hope you appreciate that this would only apply to coach/bus operators who are able to produce valid Tourism and Charter permits and solely reliant on Charter and Tourism and have subsequently not been able to operate.

I would greatly appreciate you looking into all the above as have just given you a couple of vehicles to view to see why we are feeling so aggrieved compared to code ten vehicles or trucks who only pay once a year and have been able to operate unlike ourselves.

Kind regards,

Fiona Brooke-Leggatt

Private Charter Passenger Association Chairperson (PCPA)