

## **MEMORABLE ORDER OF TIN HATS**

### **Incorporation MOTH Ex-Servicemen's Cottage Association (MESCA)**

**PROTECTION OF PERSONAL INFORMATION POLICIES**  
in terms of the Protection of Personal Information Act, 4 of 2013  
and the Promotion of Access to Information Act, 2 of 2000



*\*The information and material published is provided for general purposes and does not constitute legal advice.*

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PART 1: PRELIMINARY

1. INTRODUCTION

- 1.1. In light of the enactment of the Protection of Personal Information Act, 4 of 2013, which aims to promote and protect individual's right to privacy, including the protection against the unlawful collection, retention, dissemination and use of personal information, the below policies are implemented exclusively to protect every individual within the MOTH's right to privacy, and to ensure the continuous and harmonious living within the MOTH.

2. INTERPRETATION

- 2.1. The following terms, shall have the following corresponding meaning:
- 2.1.1. "**consent**" means a voluntary, specific and informed expression of will, which agrees to the processing of personal information;
  - 2.1.2. "**MOTH**" means Memorable Order of Tin Hats, incorporating MOTH Ex-Servicemen's Cottage Association (MESCA), the responsible party processing the personal information;
  - 2.1.3. "**data subject**" means the any person whose personal information the MOTH is processing;
  - 2.1.4. "**National Executive**" means the executive officers for the time being of the MOTH;
  - 2.1.5. "**information officer**" means a person appointed by the MOTH to ensure compliance with POPIA and PAIA, as envisaged in this policy, currently being Glenton Smit.
  - 2.1.6. "**Information Regulator**" shall mean the Information Regulator of South Africa;
  - 2.1.7. "**PAIA**" means the Promotion of Access to Information Act, 2 of 2000;
  - 2.1.8. "**personal information**" means any information that can be linked to an individual or juristic person, including but not limited to full name(s), identity number(s), registration number(s), age, address, contact details, marital status, religious beliefs, sexual orientation, etc.
  - 2.1.9. "**POPIA**" means the Protection of Personal Information Act, 4 of 2013;

## **PROTECTION OF PERSONAL INFORMATION POLICIES**

- 2.1.10. “**processing**” means the collecting, creating, utilising, storing, sharing, retaining and/or destroying of personal information;
- 2.1.11. “**pseudonymisation**” means the process of de-identifying personal information fields within a data record by replacing such personal information with artificial identifiers;
- 2.1.12. “**record**” means any form or medium within which personal information is captured or stored, albeit written, digital or computerised records;
- 2.1.13. “**secondary processing**” means instances where the MOTH processes personal information for another purpose, which purpose differs from the initial processing purpose; and
- 2.1.14. “**these policies**” means these protection of personal information policies and “policy” shall have a corresponding meaning.
- 2.2. The clause headings are for convenient reference and shall be disregarded in construing these policies.
- 2.3. Words and expressions to which its meaning has been assigned in the POPIA and PAIA, shall bear the meanings so assigned to them.
- 2.4. Unless the context clearly indicates a contrary intention:
- 2.4.1. the singular shall include the plural, and *vice versa*;
- 2.4.2. reference to any one gender shall include the other genders; and
- 2.4.3. reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.
- 2.5. When any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- 2.6. Where numbers are expressed in words and in numerals in these rules, the words shall prevail if there is any conflict between the two.

**3. APPLICABILITY**

- 3.1. These policies will apply to any data subject requesting access to personal information held by the MOTH, as well as, any processing of personal information undertaken by the MOTH and/or its duly appointed agent(s) and/or third parties.
- 3.2. These policies will in no way supersede the POPIA and/or PAIA and where a conflict exists, the latter shall prevail.

**4. AMENDMENT**

- 4.1. These policies shall only be amended:
  - 4.1.1. automatically, if any regulations and/or legislation amending the POPIA is enacted;
  - 4.1.2. automatically, if the Information Regulator prescribes additional policies; or
  - 4.1.3. by a MOTH General Head Quarters' resolution.

**5. APPOINTMENT OF AN INFORMATION OFFICER**

- 5.1. MOTH General Head Quarters shall appoint an information officer, who shall ensure that the MOTH adheres to the these policies.
- 5.2. Until such appointment is made, the MOTH's default information officer shall be the National Chairperson of the MOTH.
- 5.3. The MOTH undertakes to appoint an information officer on or before 30 June 2021.
  - 5.3.1. The prescribed form is incorporated herein as annexure A.
- 5.4. In order to ensure accessibility to the information officer, from time to time, of the MOTH, the MOTH shall make the contact details of the information officer available to all the data subject(s) of the MOTH, the current particulars being:
  - 5.4.1. Name of information officer: Glenton Smit;
  - 5.4.2. Telephone / cell phone: (081) 074-5519; and

5.4.3. Email address: mothoffice@worldonline.co.za.

5.5. The information officer may delegate any and all of his duties and responsibilities to any person, provided that such delegation is made in writing.

5.6. The registration of the MOTH's information officer should occur via:

5.6.1. email: registration.IR@justice.gov.za;

5.6.2. postal address: P.O. Box 31533, Braamfontein, Johannesburg, 2017;  
or

5.6.3. the registration portal: <https://www.justice.gov.za/inforeg/portal.html>.

## **6. APPOINTMENT OF A DEPUTY INFORMATION OFFICER**

6.1. In terms of its section 56 of the POPIA, read with the provisions of section 17 of PAIA, the MOTH acknowledges that the information officer may delegate the authority through the appointment of deputy information officers, to assist the information officer with the performance of responsibilities and duties towards the responsible party, and the proper fulfilment of his mandate, however the Information Officer remains accountable.

6.1.1. The prescribed designation and delegation of authority to the deputy information officer form is incorporated herein as annexure B.

6.1.2. The prescribed authorisation of the information officer form is incorporated herein as annexure C.

6.2. Where the MOTH appoints a deputy information officer, the information officer:

6.2.1. maintains direction and control over the deputy information officer(s), meaning that the information officer, who determines the purpose of and the means for processing personal information;

6.2.2. remains responsible for the decisions of his or her authorised deputies.

6.3. The MOTH must register its deputy information officer with the Information Regulator but prior to doing so, the appointment of the role and of any deputies must be affected in writing.

## **7. GAP ANALYSIS**

- 7.1. For the purposes of effectively implementing second part of this policies below (being the “processing of personal information conditions”), the MOTH by virtue of its information officer and, if applicable, the deputy information officer(s) must conduct a gap analysis to identify, isolate and prevent any unlawful processing of personal information.
- 7.2. The MOTH’s gap analysis will consider:
  - 7.2.1. the personal information processed by the MOTH;
  - 7.2.2. who processes such personal information, either directly or on behalf of the MOTH;
  - 7.2.3. the existing protection measures in place to protect such personal information;
  - 7.2.4. the anticipated threats and shortcomings in achieving POPIA compliance by virtue of part 2 of this policies; and
  - 7.2.5. the recommendations and proposed amendments to the existing protection measures to ensure POPIA compliance.
- 7.3. Upon completion of the gap analysis, the MOTH undertakes that the information officer will facilitate the implementation of the recommendations and proposed amendments to the existing protection measures to give effect to POPIA.
- 7.4. Incorporated herein as annexure D, is an example of a gap analysis, to be completed by the information officer or his appointed deputy information officer.

**PART 2: PROCESSING OF PERSONAL INFORMATION CONDITIONS**

**8. CONDITION 1: ACCOUNTABILITY**

- 8.1. The MOTH undertakes to process any and all personal information in terms of the conditions set out herein.
- 8.2. The MOTH undertakes to clearly (without confusion or doubt) define the purpose of collecting any personal information.
- 8.3. The MOTH acknowledges that it will exclusively process personal information for the intended purpose it was processed for.

- 8.4. The MOTH undertakes to create a register or log of all categories and/or types of information which it has processed and/or which it intends on processing.
- 8.5. The MOTH acknowledges its duty to inform all data subjects of:
  - 8.5.1. the purpose of the processing of the personal information;
  - 8.5.2. which personal information is being collected;
  - 8.5.3. who is collecting the personal information;
  - 8.5.4. manner in which the personal information is collected; and
  - 8.5.5. how personal information would be transmitted and/or shared (if any).
- 8.6. An example of the notice to data subjects to be transmitted is incorporated herein as annexure E.

**9. CONDITION 2: PROCESSING LIMITATION**

- 9.1 The MOTH undertakes to solely process personal information in the following instances:
  - 9.1.1 where the MOTH is obliged by statute to process personal information;
  - 9.1.2 where the MOTH has to process personal information in compliance with a contractual obligation;
  - 9.1.3 where the MOTH and/or the data subject and/or any third parties have a legitimate interest to process such personal information; and/or
  - 9.1.4 where the data subject consents thereto.
- 9.2 The MOTH recognises that it shall only process personal information:
  - 9.2.1 in a lawful manner, as envisaged in paragraphs 9.1, and its sub-paragraphs; and
  - 9.2.2 in a reasonable manner that does not infringe on the data subject(s)' right to privacy.
- 9.3 Where the MOTH processes personal information of data subjects in terms of paragraphs 9.1.1 to 9.1.3 above, the consent of the data subject is not required

for the processing of such personal information, this personal information includes.

- 9.4 In instances where the MOTH does not have a statutory duty, contractual obligation and/or legitimate interest in processing personal information (as envisaged in paragraph 9.1), the MOTH undertakes to obtain consent before such processing.
- 9.5 The MOTH undertakes to solely process personal information in terms of its intended purpose and to the extent that such processing is adequate, relevant and not excessive.

**10. CONDITION 3: PURPOSE SPECIFICATION**

- 10.1 The MOTH undertakes to solely process personal information for a specific, explicitly defined and lawful process relating to the services and functions of the MOTH, and/or any other reason(s), so specified and transmitted to the data subjects.
- 10.2 The MOTH undertakes to process the minimum personal information required in compliance with its duties and functions.
- 10.3 The MOTH may not retain such personal information any longer than is required to achieve the purpose of the processing thereof, which includes prescribed periods of retention in legislation.
- 10.4 In instances where the MOTH is unable to comply with paragraphs 10.2 and 10.3 above, for whatsoever reason, the MOTH acknowledges that the person's consent is required for such deviation from POPIA.

**11. CONDITION 4: FURTHER PROCESSING LIMITATION**

- 11.1 The MOTH undertakes in instances where secondary processing of personal information occurs, that such secondary processing is in accordance and compatible with the purpose as contained in paragraphs 8.5 and 9.1 hereinabove.

**12. CONDITION 5: INFORMATION QUALITY**

- 12.1. The MOTH undertakes that any personal information processed by the MOTH will be:

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- 12.1.1. complete to such an extent that the MOTH adheres to its statutory obligation and/or to achieve the purpose for which the personal information is processed;
  - 12.1.2. accurate; and
  - 12.1.3. regularly updated, where necessary.
- 12.2. The MOTH recognises the data subject(s)' right to request that the MOTH:
- 12.2.1. corrects any personal information which is inaccurate and/or incomplete; and
  - 12.2.2. destroy and/or remove any personal information which is irrelevant, excessive and/or obtained unlawfully.
- 12.3. The MOTH undertakes to first attempt to obtain the personal information directly from the data subject.
- 12.4. Should the MOTH be unable to obtain such personal information directly from the data subject(s), the MOTH may obtain such information from another source, provided that:
- 12.4.1. paragraph 9.1 hereinabove is complied with in such instances.

### **13. CONDITION 6: OPENNESS**

- 13.1. The requirements of openness and transparency are well known principles as vested in a democratic system of South African governance.
- 13.2. In the context of the POPIA, this means that compliance with the condition of transparency may be equated with compliance with the conditions for processing which is dealt with in conditions 2, 3 and 4 above.
- 13.3. The MOTH undertakes to have a general policy of openness regarding developments, practices and policies relating to POPIA and PAIA.
- 13.4. The MOTH undertakes to make means available in order to establish the existence and nature of the personal information, the main purpose of its use and the usual residence of the MOTH.
- 13.5. The two elements of openness in terms of the POPIA are:
  - 13.5.1. that documents are maintained of all processing operations; and

13.5.2. data subject(s) are notified when personal information is processed, which has been more fully elaborated on in condition 1 hereinabove.

**14. CONDITION 7: INFORMATION SECURITY**

14.1 The MOTH recognises that it must safeguard the personal information of its data subject(s) against damage and loss; loss of access; and unauthorised destruction, access and use.

14.2 In order to safeguard such personal information, the MOTH undertakes to implement technical and organisational measures.

14.3 Technical measures may include, amongst others:

14.3.1 firewalls;

14.3.2 anti-virus software;

14.3.3 encryption software;

14.3.4 de-identification and/or pseudonymisation; and/or

14.3.5 any other technical measures, so determined by the information officer and/or the MOTH.

14.4 Organisational measures may include, amongst others:

14.4.1 internal policies and procedures;

14.4.2 training; and/or

14.4.3 any other organisational measures, so determined by the information officer and/or the MOTH.

14.5 The National Executive in conjuncture with the information officer shall determine, from time to time, which technical and organisational measure it deems necessary to safeguard the personal information of its data subjects.

**PART 3: DATA SUBJECTS' RIGHTS / CONDITION 8: DATA SUBJECT PARTICIPATION**

*\*The data subjects' rights form part of the conditions for lawful processing as condition 8 being data subject participation.*

**15. RIGHT TO BE INFORMED OF THE PURPOSE OF PROCESSING PERSONAL INFORMATION AND WHICH PERSONAL INFORMATION IS HELD BY THE MOTH**

15.1. The MOTH recognises that its data subject(s) have the right to be informed of the purpose of processing the personal information, inclusive of:

15.1.1. which personal information is being collected;

15.1.2. who is collecting the personal information;

15.1.3. manner in which the personal information is collected; and

15.1.4. how personal information would be transmitted and/or shared (if any).

**16. RIGHT TO WITHDRAW CONSENT**

16.1. The MOTH acknowledges that where a data subject(s)' consent is required to process personal information, such data subject(s) are entitled to withdraw such consent.

16.2. Where a data subject withdraws such consent, the MOTH undertakes to expeditiously destroy and/or remove such personal information from its record(s).

16.3. At no point will the withdrawal of consent apply to personal information processed by the MOTH pursuant to paragraph 9.1.1 to 9.1.3.

**17. RIGHT TO CORRECT**

17.1. The MOTH acknowledges that a data subject shall have the right to request that the MOTH corrects any personal information which is inaccurate.

**18. RIGHT TO BE NOTIFIED OF SECURITY BREACHES**

- 18.1. Where any unauthorised access of data subject(s)' personal information occurred, the MOTH recognises the right that such data subject(s) have to be informed of such breaches.
- 18.2. In addition thereto, the MOTH acknowledges that it is obliged to report such breach to the Information Regulator.

#### **PART 4: DISPUTE RESOLUTION AND THE INFORMATION REGULATOR**

### **19. COMPLAINTS AND INVESTIGATION OF COMPLAINTS**

22.1 Where a data subject is of the opinion that his/her personal information has been compromised or his right to privacy has been infringed, such data subject will be required to personally provide a complaint in the prescribed form and manner outlined by the executive officers and/or information officer:

22.1.1 the complaint must include:

22.1.1.1 the aggrieved individual's name, identity number, address;

22.1.1.2 the nature of the complaint; and

22.1.1.3 the relief sought by the aggrieved individual.

22.1.2 where a complaint is not submitted in the prescribed form and manner outlined by the information officer or does not provide the above information, the information officer will not attend to the complaint and inform the data subject of the deficiencies of the request.

22.2 The information officer shall acknowledge receipt of the complaint (if submitted correctly) within 7 (seven) days of receipt of the complaint.

22.3 Where a complaint is received the information officer will be required to investigate such complaint and provide the aggrieved party with a written outcome of the investigation timeously.

22.4 Where the aggrieved individual is dissatisfied with the investigation, the outcome thereof and/or the complaint remains unresolved, the aggrieved individual may refer the complaint to the National Executive, a certified alternate dispute resolution entity.

### **20. ESCALATION TO THE INFORMATION REGULATOR**

- 23.1 The data subject may escalate the complaint to the Information Regulator, provided:
- 23.1.1 where the aggrieved individual will be severely disadvantaged if the complaint is directed to the party directly;
  - 23.1.2 a systematic and/or continuous breach of personal information exists;
  - 23.1.3 the MOTH has a history of breaching the protection of personal information; or
  - 23.1.4 where the complaint represents a class of individual against the MOTH arising out of a similar circumstance or common issue of law and/or fact.
- 23.2 In all other circumstances, the data subject must first exhaust all internal remedies as provided for above prior to such escalation.

**21. MAINTAINING A REGISTER OF COMPLAINTS**

- 24.1 The MOTH General Secretary shall maintain a register of all complaints received, including:
- 24.1.1 the date of receipt;
  - 24.1.2 nature of complaint;
  - 24.1.3 investigation report;
  - 24.1.4 written outcome of the investigation;
  - 24.1.5 written outcome of alternative dispute resolution (if any); and
  - 24.1.6 written outcome of the Information Regulator (if any).
- 24.2 The MOTH shall ensure that the personal information contained within the register adheres to the data subject(s) right to privacy.

**22. MAINTAINING A REGISTER OF REQUESTS FOR PERSONAL INFORMATION IN TERMS OF PAIA**

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- 22.1. The information officer shall annually compile a report of any requests for personal information, which includes:
  - 22.1.1. the number of request(s) for access to personal information received;
  - 22.1.2. the number of request(s) granted;
  - 22.1.3. the number of request(s) refused inclusive of the reasons for the refusal;
  - 22.1.4. the number of internal appeals lodged against a decision made by the information officer, as well as, the outcome thereof; and
  - 22.1.5. the number of applications to court which were lodged reviewing the decision of the internal appeal.
- 22.2. Upon request by the Information Regulator, in terms of section 83(4) of PAIA, the information officer shall furnish the Information Regulation with the annual report and/or access to the records of the MOTH.

### **PART 5: PAIA MANUAL**

#### **23. PREPARATION OF A PAIA MANUAL**

- 23.1. Section 17 of POPIA requires the MOTH to maintain a record of all processing operations (or activities or functions) under its responsibility in a PAIA manual.
- 23.2. In addition to these policies, the MOTH's PAIA manual is incorporated herein.

### **PART 6: THE INFORMATION OFFICER**

#### **24. DUTIES AND RESPONSIBILITIES OF THE INFORMATION OFFICER**

- 24.1. In terms of POPIA, the MOTH's information officer has the duty and responsibility:
  - 24.1.1. to perform a personal information impact analysis (or gap analysis) to ensure that adequate measures and standards exist in order to comply with the conditions for the lawful processing of personal information;
  - 24.1.2. to develop, implement, monitor and maintain a compliance framework;

## **PROTECTION OF PERSONAL INFORMATION POLICIES**

- 24.1.3. to develop and implement internal measures to process requests for personal information;
  - 24.1.4. to create internal awareness regarding the provisions of POPIA;
  - 24.1.5. to encourage compliance with the conditions of lawful processing of personal information as contained in part 2 of these policies;
  - 24.1.6. to deal with request made by both the Information Regulator and the stakeholders of the MOTH;
  - 24.1.7. assist and work with the Information Regulator in relation to investigations conducted in relation to the body; and
  - 24.1.8. to otherwise ensure the MOTH's compliance with the provisions of POPIA.
- 24.2. In terms of PAIA, the MOTH's information officer has the duty and responsibility:
- 24.2.1. to encourage and ensure compliance with PAIA;
  - 24.2.2. to develop, update and monitor the PAIA manual for the MOTH;
  - 24.2.3. to assess and provide outcomes to any requests for access to information of the MOTH within the applicable time periods;

### **25. CONSEQUENCES FOR NON-COMPLIANCE WITH POPIA AND PAIA**

- 25.1. The MOTH acknowledges that it may be liable in terms of POPIA, should any unlawful processing of personal information occur within the MOTH.

## **PART 7: AMENDMENTS TO PRACTICE**

### **26. MANAGEMENT OF EXISTING SERVICE-LEVEL AGREEMENTS**

- 26.1. Where the MOTH has, or intends to:
  - 26.1.1. enter into a service level agreement with any service provider or the like, and in the performance of such obligation the service provider is required to obtain and/or process certain personal information of the data subjects of the MOTH; and/or
  - 26.1.2. any other agreement, where the performance of such obligation requires personal information of the data subjects and/or the MOTH,

## ***PROTECTION OF PERSONAL INFORMATION POLICIES***

the MOTH will ensure that the relevant party agrees to, and adheres to, the provisions as contained in POPIA.

- 26.2. Incorporated herein as annexure H is the necessary amendment and/or annexure to any agreement entered into by the MOTH, which requires the processing of certain personal information of the data subjects of the MOTH and/or the MOTH.
- 26.3. Where the contracting party refuses to agree to such amendments, such refusal may constitute a ground for termination of the agreement based on the refusal to comply with POPIA.

### **27. MANAGEMENT OF EMPLOYEES OF THE MOTH**

- 27.1. The MOTH undertakes to provide its employees, if any, with the necessary training and internal procedures, so to enable the employees to give effect to this policy.
- 27.2. Incorporated herein as annexure I is an employee privacy undertaking to be signed by all employees of the MOTH.

### **28. ENACTMENT OF THESE POLICIES**

- 28.1. This manual shall be enacted, and apply to the MOTH, upon resolution of the National Executive, which resolution is incorporated herein as annexure J.

**ANNEXURE A: REGISTRATION OF INFORMATION OFFICER FORM**



**INFORMATION OFFICER'S REGISTRATION FORM**

**NOTE:** *The personal information submitted herein shall be solely used for your registration with the Information Regulator ("Regulator").*

*All the information submitted herein shall be used for the purpose stated above, as mandated by law. This information may be disclosed to the public. The Regulator undertakes to ensure that appropriate security control measures are implemented to protect all the information to be submitted in this document.*

PART A INFORMATION OFFICER	
Full Name of Information Officer	
Designation	
Postal Address	
Physical Address	
Cellphone Number	
Landline Number	
Fax Number	
Direct Email Address	
General Email Address	

PART B DEPUTY INFORMATION OFFICER			
Personal details of designated or delegated Deputy Information Officer(s)	Name	Name	Name
	Direct Landline	Direct Landline	Direct Landline
	Cellphone Number	Cellphone Number	Cellphone Number
	Email Address	Email Address	Email Address
Postal Address			
Physical Address			
Fax Number			
General Email Address			

PART C BODY / RESPONSIBLE PARTY			
Type of Body	Public Body		Private Body
Full Name of the Body (Registered Name)			
Trading Name			
Registration No, if any			

**PROTECTION OF PERSONAL INFORMATION POLICIES**

<b>Postal Address</b>	
<b>Physical Address</b>	
<b>Landline Number</b>	
<b>Fax Number</b>	
<b>Email Address</b>	
<b>Website</b>	

**PART D  
DECLARATION**

I declare that the information contained herein is true, correct and accurate.

*Ensuring protection of your personal information  
and effective access to information.*

**SIGNED** and **DATED** at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 202\_

\_\_\_\_\_  
**INFORMATION OFFICER**

**PROTECTION OF PERSONAL INFORMATION POLICIES**

**PART E**

THE FOLLOWING INFORMATION IS REQUIRED FOR STATISTICAL PURPOSES

Please choose a sector(s) that apply to your Body

GOVERNMENT			PUBLIC ENTITIES			PRIVATE BODY			PROFESSION		
Item	Classification of Government	X	Item	Classification of a Public Entity	X	Item	Name of Industry Sector	X	Item	Type of profession	X
1.	National Government		1.	Constitutional Entities		1	Education		1	Legal	
2.	Provincial Government		2.	Schedule 2 Public Entity		2	Financial		2	Built Environment	
3.	Local Government		3.	Schedule 3A Public Entity		3	Health Facilities		3	Financial	
<b>LEGISLATURE</b>			4.	Schedule 3B Public Entity		4	Telecommunications		4	Medical and Allied Health Services	
National Assembly			5.	Schedule 3C Public Entity		5	Pharmaceutical		<b>OTHERS, Specify</b>		
National Council of Provinces			<b>OTHERS, specify</b>			6	Media and Social Media				
Gauteng Provincial Legislature						7	Retail/Direct Marketing				
Western Cape Provincial Legislature						8	Tourism				

GOVERNMENT			PUBLIC ENTITIES			PRIVATE BODY			PROFESSION		
Northern Cape Provincial Legislature						9	Transportation, Storage and Logistics		<b>OTHERS, Specify</b>		
Limpopo Provincial Legislature						10	Manufacturing/Production				
Northwest Provincial Legislature						11	Banks				
Free State Provincial Legislature						12	International Organizations				
Mpumalanga Provincial Legislature						13	Real Estate				
Eastern Cape Provincial Legislature						<b>OTHERS, specify</b>					
Kwazulu-Natal Provincial Legislature											

**ANNEXURE B: DESIGNATION AND DELEGATION OF AUTHORITY TO THE DEPUTY INFORMATION OFFICER**

**DESIGNATION AND DELEGATION OF AUTHORITY TO THE DEPUTY INFORMATION OFFICER**

*(In terms of section 56 of the Protection of Personal Information Act, 2013 (POPIA) and Section 17(1) of the Promotion of Access to Information Act, 2000(PAIA)*

I, the undersigned,

\_\_\_\_\_  
(Name of the Information Officer)

hereby designate.....  
(name of the person being designated) as a Deputy Information Officer of  
.....  
(name of the body or responsible party)

Furthermore, I hereby delegate to you the following powers, duties and responsibilities, as conferred or imposed on me by POPIA and PAIA-

a)

*Ensuring protection of your personal information and effective access to information.*

Please be advised that I reserve the right to exercise any of the powers, duties and responsibilities conferred herein, as well as the right to amend and/or withdraw any of those powers, duties and responsibilities.

\_\_\_\_\_  
Information Officer

*By my signature herein below, I hereby accept the delegation and designation as the Deputy Information Officer*

\_\_\_\_\_  
(Name of the designate)

Date: .....

**ANNEXURE C: AUTHORISATION OF INFORMATION OFFICER**

*(In terms of the Promotion of Access to Information Act, 2000)*

I, the undersigned,

\_\_\_\_\_  
(Name of the Information Officer)

hereby authorise.....(name of the person being designated) as an Information Officer of .....(name of the body or responsible party) and authorise you to exercise any of the powers, duties and responsibilities conferred or imposed on me by the Protection of Personal Information Act, 2013 and the Promotion of Access to Information Act, 2000(PAIA

Please be advised that I reserve my right to exercise any of the powers, duties and responsibilities conferred herein, as well as the right to amend and/or withdraw any of those powers, duties and responsibilities.

*Ensuring protection of your personal information  
and effective access to information.*

\_\_\_\_\_  
Information Officer

\_\_\_\_\_  
*By my signature herein below, I hereby accept the authorisation as an Information Officer*

\_\_\_\_\_  
(Name of the person authorised)

Designation: \_\_\_\_\_

Date: .....

**ANNEXURE D: GAP ANALYSIS**

<b>GAP ANALYSIS</b>						
Which Information is collected?	Who collects and/or has access to such information	Purpose of collecting such information?	Existing safeguards for such information?	Forceable breaches	Prevention measures	
1. Full names						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
14.						
15.						
16.						
17.						

**ANNEXURE E: NOTICE OF PERSONAL INFORMATION PROCESSED BY  
THE MOTH**

**NOTICE IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT,  
4 OF 2013, RELATING TO THE PERSONAL INFORMATION PROCESSED BY  
THE MOTH**

1. The MOTH herewith notifies its data subjects that it processes the following personal information:
  - 1.1. Full names;
  - 1.2. Date of Birth and ID Number / Passport Number;
  - 1.3. Contact Details including email and cell/phone numbers;
  - 1.4. Spouse names and birthday details;
  - 1.5. Military details including Operational duties;
  - 1.6. Additional info for Cottages, Monthly Income, rental charged including levies.
  - 1.7. Next of Kin Names and contact details.
  - 1.8. Health status
  
2. The processing occurs as a result of a statutory obligation requiring the MOTH to process such personal information, alternatively by virtue of a contractual obligation, further alternatively, as a result of consent provided by you for such processing.
  
3. The individuals, whether internally or service providers, will process such your personal information:
  - 3.1. Website/Nominal Roll Administrator;
  - 3.2. MOTH Office Staff with Nominal access;
  - 3.3. Provincial Dugout Nominal Roll Administrators
  - 3.4. Nominal Roll Users ; and
  - 3.5. Province, District and Shellhole Executive members.
  - 3.6. Cottage Management Teams including PMC.
  
4. Your personal information shall only be processed pursuant to the following purposes:
  - 4.1. for the purpose of providing you with our services and/or complying with our functions;
  - 4.2. Vetting membership to the organisation;

**PROTECTION OF PERSONAL INFORMATION POLICIES**

4.3. Determining feasibility to be provided with MOTH accommodation, including a means test to determine cottage rental on an annual basis.

4.4. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_;

4.5. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**ANNEXURE F: AMENDMENT TO AGREEMENTS**

**ANNEXURE**

Entered into by and between:

MEMORABLE ORDER OF TIN HATS  
(**“the MOTH”**)

AND

\_\_\_\_\_ )  
(REG/CK/ID NO: \_\_\_\_\_)

(**“the Contracting Party”**)

**WHEREAS** the parties have entered into, or intend on entering into, an agreement.

**AND WHEREAS** the parties acknowledge, and agree to adhere to, the provision relating to the processing of personal information of the data subject(s) of the MOTH, as enshrined in the Protection of Personal Information Act, 4 of 2013.

**AND WHEREAS** the parties agree that this annexure shall form part of, and apply, to the agreement(s) as between the parties.

IT IS HEREWITH AGREED AND RECORDED THAT:

1. INTERPRETATION

- 1.1. The following terms, shall have the following corresponding meaning:
  - 1.1.1. “**divulge**” means to make use of, reveal, make known, disclose, make public, release, publish, broadcast, communicate, correspond or any other manners whereby information can be transmitted;
  - 1.1.2. “**effective date**” means the date of signature of this agreement and “signature date” shall have a corresponding meaning;
  - 1.1.3. “**Information Regulator**” shall mean the Information Regulator of South Africa;
  - 1.1.4. “**parties**” mean the parties as described hereinabove;
  - 1.1.5. “**personal information**” means any information that can be linked to an individual or juristic person, including but not limited to full name(s), identity number(s), registration number(s), age, address, contact details, marital status, religious beliefs, sexual orientation, etc.;
  - 1.1.6. “**POPIA**” means the Protection of Personal Information Act, 4 of 2013, as amended from time to time; and
  - 1.1.7. “**processing**” means the collecting, creating, utilising, storing, sharing, retaining and/or destroying of personal information.
- 1.2. The clause headings are for convenient reference and shall be disregarded in construing these policies.
- 1.3. Words and expressions to which its meaning has been assigned in the POPIA, shall bear the meanings so assigned to them.
- 1.4. Unless the context clearly indicates a contrary intention:
  - 1.4.1. the singular shall include the plural, and *vice versa*;
  - 1.4.2. reference to any one gender shall include the other genders; and
  - 1.4.3. reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.

**2. PURPOSE OF THE ANNEXURE**

- 2.1. One of the functions of the MOTH is to process certain personal information of its data subjects. Therefore, this annexure makes provision for the compliance with POPIA.
- 2.2. The MOTH remains solely responsible for determining the purposes and means of processing of personal information under this Agreement, including that such processing will not place the any party affiliated, associated and/or the like with the MOTH in breach of any applicable privacy and data protection laws or stated requirements.
- 2.3. The MOTH may share the Personal Information with its agents, affiliates, and associated companies who may use this information in the best interests of the data subjects of the MOTH. The MOTH may supply the Personal Information to any party to whom the it may have assigned or transferred any of its rights or obligations under any agreement.
- 2.4. The parties herewith agree that they will comply with POPIA, its regulations and the code of conduct of the Information Regulator when processing any and all personal information and/or data in respect of the services being rendered in accordance with the said regulation and only for the purpose of providing the services set out in the agreement to provide services:
  - 2.4.1. The MOTH undertakes to implement measures to detect and/or prevent unauthorised access to its information technology systems and particularly in respect of protecting the integrity of an preventing unauthorised access to any confidential information belonging to the data subject that it has in its possession or under its control.
- 2.5. The parties herewith undertake to ensure that it, its employee and/or any other person who has access to such information on behalf of the parties shall:
  - 2.5.1. solely process such personal information for the purposes that it was transmitted to the service provider;
  - 2.5.2. refrain from divulging any personal information to any third party without the requisite consent by the relevant stakeholders;
  - 2.5.3. implement the required security safeguards for the protection of the unlawful processing, dissemination and unauthorised use and/or processing; and

## ***PROTECTION OF PERSONAL INFORMATION POLICIES***

- 2.5.4. timeously inform the MOTH of any unlawful processing, dissemination and unauthorised use and/or processing.
- 2.6. The Contracting Party herewith unequivocally undertakes that it:
  - 2.6.1. knows and understands the provisions as contained in POPIA in relation to the processing of personal information; and
  - 2.6.2. has taken the necessary measures to give effect to the provisions in POPIA in conducting its business with the MOTH.

### **3. DATA PROTECTION CLAUSE**

- 3.1. All right, title, and interest in the personal information of the data subject will remain the property of data subject.
- 3.2. The Contracting Party has no intellectual property rights or other claim to the data subject's data and/or personal information that is hosted, stored, or transferred to and from the Contracting Party. The Contracting Party will cooperate with the MOTH to protect the data subject(s)' intellectual property rights and personal information.
- 3.3. The Contracting Party will promptly notify MOTH, if the Contracting Party becomes aware of any potential infringement of those rights in accordance with the provisions of this agreement.
- 3.4. Each Party is responsible for complying with its respective obligations under applicable privacy and data protection laws governing the collecting, processing and sharing of personal information.
- 3.5. Each Party remains solely responsible for determining the purposes and means of processing of personal information under this agreement, including that such processing will not place the other Party in breach of any applicable privacy and data protection laws or stated requirements.
- 3.6. Each Party undertakes to implement measure to detect and/or prevent unauthorised access to its information technology systems and particularly in respect of protecting the integrity of an preventing unauthorised access to any personal information belonging to the data subject(s) and/or the MOTH that it has in its possession or under its control.
- 3.7. The Parties each acknowledge that either of them may, on reasonable notice, investigate the steps the other Party is taking to comply with any applicable privacy and data protection laws.

## **PROTECTION OF PERSONAL INFORMATION POLICIES**

- 3.8. The obligations contained in this clause shall endure, even after the termination of this Agreement for whatsoever reason.
- 3.9. In the event of termination of this agreement the Contracting Party shall when directed to do so and instruct all its agents, Affiliates and/or subcontractors to, erase all information and Data provided by the MOTH and all copies of any part of the personal information and data provided by MOTH from the Contracting Party's systems.
- 3.10. Nothing in this Agreement shall oblige the MOTH to disclose any information to the Contracting Party if it is of the view that to do so would be a breach of the data protection laws.
- 3.11. In fulfilment of its obligations under this agreement, the Contracting Party will have in place and maintain at all times the information standards which deal comprehensively with:
- 3.11.1. The protection of the confidentiality, integrity and security of all and any information supplied to the Contracting Party by the MOTH;
  - 3.11.2. The audit and accounting procedures in place to deal with the requirements of this clause;
  - 3.11.3. The reliability and training of staff to ensure awareness of, and compliance with their obligations under this clause; and
  - 3.11.4. Any other measures and procedures to ensure that the Contracting Party's obligations under this clause are met.

## **4. LIABILITY**

- 4.1. The Contracting Party herewith indemnifies the MOTH for any damages suffered as a result of the service provider's gross negligence and/or intentional breaches of POPIA.
- 4.2. Without derogating from the provisions of the clause above, the Contracting Party shall defend, indemnify and hold harmless the MOTH, and its subsidiaries, affiliates, and their respective officers, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers, arising out of or resulting from any third-party claim

**PROTECTION OF PERSONAL INFORMATION POLICIES**

against any MOTH arising out of or resulting from the Contracting Party's failure to comply with any of its obligations under this agreement.

- 4.3. Should the MOTH, however, be found to have acted in contravention with the applicable Data Protection Laws, and in particular the provisions of the POPIA, the indemnities referred to in clause 4.2 shall not be applicable and/or enforceable.
- 4.4. This clause does in no way supersede, replace and/or indemnify the contracting party from any liability, waiver (or the like) agreed to in the principal and/or initial agreement entered into by the parties. The sole purpose of this clause is to be interpreted in a data protection sense and not a commercial sense or otherwise.

**5. COUNTERSIGNING**

- 5.1. The parties agree that this agreement may be executed in one or more counterparts (whether telefax, electronic mail or otherwise), each of which shall be deemed an original and all of which together shall constitute one and the same agreement as at the date of the party last signing one of the counterparts.
- 5.2. The parties undertake to take whatever steps may be necessary to ensure that the counterparts are duly signed without delay.

**THUS DONE AND SIGNED** at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned witnesses.

\_\_\_\_\_  
National Chairman  
**Memorable Order of Tin Hats**

AS WITNESSES:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_

**THUS DONE AND SIGNED** at \_\_\_\_\_ on the \_\_\_\_\_ day of  
\_\_\_\_\_ 20\_\_\_\_ in the presence of the undersigned witnesses.

\_\_\_\_\_  
**Contracting Party**  
(duly authorised)  
Name:

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

**ANNEXURE G: EMPLOYEE PRIVACY UNDERTAKING**

I, \_\_\_\_\_ (full names), employed by the MOTH as  
a/an \_\_\_\_\_ (position), herewith acknowledges:

- Each and every data subjects' right to privacy, as contained in section 14 of the Constitution of the Republic of South Africa, as encapsulated in the Protection of Personal Information Act, 4 of 2013.
- The conditions for the lawful processing of personal information, as contained in the Protection of Personal Information Act, 4 of 2013.
- That I have undergone training, as well as, having read and understood the Protection of Personal Information Act, 4 of 2013; the MOTH's protection of personal information policy and the promotion of access to information manual.
- I specifically acknowledge that any contravention of the Protection of Personal Information Act, 4 of 2013, caused by me is a form of serious misconduct, which may have the effect of dismissal.

Therefore, I specifically undertake that:

- I will process information in accordance with the Protection of Personal Information Act, 4 of 2013 and the MOTH's policy relating thereto.
- I will under no circumstance deviate from the Protection of Personal Information Act, 4 of 2013 and the MOTH's policy relating thereto.
- I will inform the MOTH's Information Officer immediately of any contraventions of the Protection of Personal Information Act, 4 of 2013 and the MOTH's policy relating thereto.
- I shall, at all times, refrain from processing any personal information unlawfully and/or without the knowledge and consent of the MOTH.

Dated and signed on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

---

**Employee  
Name:**

**ANNEXURE H: RESOLUTION**

**NATIONAL EXECUTIVE RESOLUTION FOR THE PROTECTION OF ITS DATA  
SUBJECTS' PERSONAL INFORMATION**

**MEMORABLE ORDER OF TIN HATS  
(the "MOTH")**

**RECORDAL:**

1. At the National Executive meeting held on the 19th day of February 2022.

**IT IS ACCORDINGLY RESOLVED THAT:**

1. The National Executive herewith approve and adopt the protection of personal information policy.
2. The MOTH's information officer is Glenton Smit.

**SIGNED AT** Warriors Gate **ON THE** 19th **DAY OF** February 2022.

\_\_\_\_\_  
**National Chairman**

**Name:** Anders Boden

\_\_\_\_\_  
**Moth General Secretary**

**Name:** Brian Porter

\_\_\_\_\_  
**Chairman PMC**

**Name:** David Gush

\_\_\_\_\_  
**Information Officer**

**Name:** Glenton Smit

# PROMOTION OF ACCESS TO INFORMATION MANUAL

## PART 1: PRELIMINARY

### 1. INTRODUCTION

- 1.1. PAIA affords data subjects the right of access to his/her/its personal records held by the MOTH, subject to certain limitations, in order to enable him/her/it to exercise or protect their rights.
- 1.2. Section 51 of PAIA requires the MOTH to compile a manual setting out the procedure and requirements to be adhered to in seeking to obtain access to information held by the MOTH.
- 1.3. It also stipulates the minimum requirements a manual has to comply with. To this end, section 51 of PAIA requires the manual to contain, amongst others, the following:
  - 1.3.1. a description of the MOTH's structure and functions;
  - 1.3.2. contact details of the information officer;
  - 1.3.3. categories of information available without formal request, if any;
  - 1.3.4. a description of the records available in accordance with other legislation;
  - 1.3.5. sufficient detail to facilitate a request for access to a record of the MOTH;
  - 1.3.6. a description of the categories of subjects and of the information or categories of information;
  - 1.3.7. a description of the subjects on which the MOTH holds records and the categories of records held on each subject,
  - 1.3.8. such other information as may be prescribed.

### 2. INTERPRETATION

- 2.1 The following terms, shall have the following corresponding meaning:

- 2.1.1 **"MOTH"** means Memorable Order of Tin Hats incorporating MOTH Ex-Servicemen's Cottage Association (Mesca) , the responsible party processing the personal information of its data subjects;
- 2.1.2 **"consent"** means a voluntary, specific and informed expression of will, which agrees to the processing of personal information;
- 2.1.3 **"data subject"** means a person (whether legal or natural) whose personal information is being processed by the MOTH;
- 2.1.4 **"National Executive"** means the executive officers for the time being of the MOTH, as duly elected;
- 2.1.5 **"information officer"** means a person appointed by MOTH General Head Quarters to ensure compliance with POPIA and PAIA, as envisaged in this policy, currently being Glenton Smit;
- 2.1.6 **"Information Regulator"** shall mean the Information Regulator of South Africa;
- 2.1.7 **"in writing"** means written, printed or lithographed or partly one and partly the other, and other modes of representing or producing words in visible form, including electronic communication;
- 2.1.8 **"PAIA"** means the Promotion of Access to Information Act, 2 of 2000;
- 2.1.9 **"personal information"** means any information that can be linked to an individual or juristic person, including but not limited to full name(s), identity number(s), registration number(s), age, address, contact details, marital status, religious beliefs, sexual orientation, etc.
- 2.1.10 **"POPIA"** means the Protection of Personal Information Act, 4 of 2013;
- 2.1.11 **"processing"** means the collecting, creating, utilising, storing, sharing, retaining and/or destroying of personal information;
- 2.1.12 **"provide to executive officers"** and **"furnish executive officers with"** means to provide the necessary documentation to the executive officers of the MOTH;
- 2.1.13 **"record"** means any form or medium within which personal information is captured or stored, albeit written, digital or computerised records; and

- 2.1.14 **"these rules"** means these protection of personal information policies and "rule" shall have a corresponding meaning.
- 2.2 The clause headings are for convenient reference and shall be disregarded in construing these policies.
- 2.3 Words and expressions to which its meaning has been assigned in the POPIA and PAIA, shall bear the meanings so assigned to them.
- 2.4 Unless the context clearly indicates a contrary intention:
- 2.4.1 the singular shall include the plural, and *vice versa*;
- 2.4.2 reference to any one gender shall include the other genders; and
- 2.4.3 reference to natural persons includes juristic persons, trusts and partnerships and *vice versa*.
- 2.5 When any number of days is prescribed in these rules, the same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.
- 2.6 Where numbers are expressed in words and in numerals in these rules, the words shall prevail if there is any conflict between the two.

### **3. OBJECTIVE**

- 3.1. The objectives of this manual are to:
- 3.1.1. provide an non-exhaustive list of information, records and other personal information held by the MOTH;
- 3.1.2. set out the requirements pertaining to the request for access to information as prescribed by PAIA and POPIA;
- 3.1.3. the grounds on which a request may be refused; and
- 3.1.4. define the prescribed form and manner in which a request for personal information must be submitted.

#### **4. AVAILABILITY OF THE MANUAL**

- 4.1. Furthermore, the MOTH will take the necessary measures to provide anyone with this manual upon receiving such request in the appropriate prescribed form and manner detailed hereunder.
- 4.2. As provided for in section 51(2) of PAIA, this manual will be updated as and when the need arises and as soon as any amendments have been finalised the latest version of this manual will be provided to all the data subjects of the MOTH.
- 4.3. The National Executive may, at their sole discretion, further make such manual public through, amongst others, publishing same on the MOTH's website (if any) or by making same available at an elected place, if the National Executive deem same to be necessary for adherence to PAIA.

#### **5. THE MOTH'S STRUCTURE AND FUNCTIONS**

- 5.1. The MOTH's function is an ex-servicemen's organisation caring for veterans going back to 1927. This function includes providing accommodation and other assistance to the members of the organisation.
- 5.2. As part of this function of the MOTH, the Communication Officer is tasked with creating, updating and maintaining a record of certain personal information of the data subjects, in order to:
  - 5.2.1. comply with a statutory obligation; and/or
  - 5.2.2. comply with a contractual obligation; and/or
  - 5.2.3. comply with a legitimate interest of the MOTH and/or data subject and/or third parties of the MOTH.

#### **6. PARTICULARS REQUIRED IN TERMS OF SECTION 51(1)(a) OF PAIA**

- 6.1. Section 51(1)(a) of PAIA requires the Moth General Secretary provide the following particulars of the MOTH:
  - 6.1.1. the postal and street address of the MOTH; and

6.1.2. phone number and, where applicable, the fax number and electronic mail address of the information officer.

6.2. As such:

6.2.1. the appointed information officer is Glenton Smit.

6.2.2. The street address of the MOTH is:

MOTH GHQ, Unit 405, Flame Lily Park

565 Stella Road

Malvern, Queensburgh

4093

6.2.3. The postal address of the MOTH is:

MOTH GHQ, Unit 405, Flame Lily Park

565 Stella Road

Malvern, Queensburgh

4093

6.2.4. The contact details of the information officer are:

6.2.4.1. Email address: mothoffice@worldonline.co.za; and

6.2.4.2. Contact details: (081) 074-5519.

## **PART 2: REQUESTS FOR PERSONAL INFORMATION**

### **7. PROCEDURE FOR REQUESTING PERSONAL INFORMATION**

7.1. In order to ensure that the MOTH complies with PAIA, the National Executive has designated the following entry point within which any request in terms of PAIA must be channelled, the requestor must either direct such request to:

7.1.1. MOTH Office; or

7.1.2. any other entry point, so determined by the information officer.

- 7.2. Any request for information, in terms of PAIA, must be submitted in terms of Form C of PAIA, which is incorporated herein as appendix A:
  - 7.2.1. the form C must be completed in full, together with any other information that the requestor deems necessary in order for the MOH to properly consider the request;
  - 7.2.2. a request that does not comply with the formalities contained in this manual will be referred back to the requester, together with advice on the necessary steps for compliance.
- 7.3. The requester's attention is drawn to the following checklist for the completion and submissions of requests in terms of Form C:
  - 7.3.1. number B – the client details;
  - 7.3.2. number C – only if the request is a third-party request;
  - 7.3.3. number D1 – the time period as well as type of information required;
  - 7.3.4. number D2 – reference and/or invoice number;
  - 7.3.5. number E – exemption from paying the fees, if so, the client will need to supply his/her salary advice and if the client is married, a copy of the spouse's salary advice will need to be supplied as well;
  - 7.3.6. number F1 – copy in a computer readable form (memory stick or compact disc);
  - 7.3.7. number G1 – indicate which right is to be exercised or protected
  - 7.3.8. number G2 – the reason for which this information is required (we will not accept 'personal reasons' as a reason)
  - 7.3.9. number H – preferred method of communication; and
  - 7.3.10. documentation must be signed and every page must be initialled.
- 7.4. The requester's attention is drawn to the following additional documentation to be annexed to the Form C request:
  - 7.4.1. a certified copy of the requester's identity document, or any other valid form of identification (passport, driver's license, birth certificate, or the like);

- 7.4.2. a document containing the invoice and/or reference number; and
  - 7.4.3. every page of the additional documentation must be initialled.
- 7.5. The application for information must be accompanied with the payment of the prescribed fee, as determined by the relevant Minister from to time.

## **8. WHO MAY REQUEST INFORMATION OR RECORDS**

- 8.1. PAIA provides that a person may only request information in terms thereof if that information is required for the exercise or protection of a right.
- 8.2. The requesters have been classified in the following categories:
  - 8.2.1. a personal requester: requests information about himself;
  - 8.2.2. a representative requester: requests information relating to and on behalf of someone else;
  - 8.2.3. a third-party requester: requests information about another person; and
  - 8.2.4. a public body requester: requests information in the public interest.
- 8.3. In instances where the MOTH General Secretary receives a request from a representative requester, the request must be accompanied by the necessary authority from the person on whose behalf the information is requested.
- 8.4. In instances where the MOTH General Secretary receives a request from a third-party requester the MOTH must either be satisfied that:
  - 8.4.1. The third-party requester has a sufficient right to request to personal information and proof of the capacity in which the request is made; or
  - 8.4.2. The party whose personal information is requested consents to the transmission of the information.

## **9. PROCESSING OF REQUEST FOR PERSONAL INFORMATION**

- 9.1. All request complying with the formalities, as set out above, will be processed and considered expeditiously.
- 9.2. The MOTH General Secretary shall give the requester a written notice of the decision within 30 (thirty) days after the decision is made.

9.3. In instances where the request for access to information is granted, the MOTH General Secretary will advise the requester of the following:

9.3.1. the prescribed fee for accessing the information or documentation;

9.3.2. the payable deposit fee and balance outstanding;

9.3.3. the form in which access will be given; and

9.3.4. the right to lodge an internal appeal against the access fee to be paid or the form of access to be granted.

9.4. In instances where the request for access to information is refused, the MOTH General Secretary shall provide reasons for such refusal. Chapter 4 of PAIA stipulates the grounds for refusal, which include:

9.4.1. protection of the privacy of a third party who is a natural person;

9.4.2. protection of commercial information of a third party;

9.4.3. protection of certain confidential information of a third party;

9.4.4. protection of safety of individuals and protection of property;

9.4.5. protection of records privileged from production in legal proceedings;

9.4.6. commercial information of the MOTH; and

9.4.7. protection of research information of a third party and/or the MOTH.

## **10. INTERNAL APPEAL AND LODGEMENT OF COMPLAINTS**

10.1. The requester is entitled to lodge an internal appeal or complaint against:

10.1.1. the access fee charged;

10.1.2. the form of access granted; and

10.1.3. the refusal by the MOTH to grant access.

10.2. The requester is obliged to make use of Form B of PAIA, incorporated herein as appendix B.

- 10.3. The requester who wishes to lodge and internal appeal or complaint must comply with the following process, the internal appeal or complaint must:
- 10.3.1. be lodged within 30 (thirty) days after the decision is communicated by the MOTH;
  - 10.3.2. be delivered or sent to the address or, where applicable, to the fax number or electronic mail address contained above;
  - 10.3.3. identify the subject matter or reason for the internal appeal or complaint;
  - 10.3.4. be accompanied by the payment, or proof of payment, of the prescribed fee; and
  - 10.3.5. specify the address, fax number or electronic mail address for the return of the decision.
- 10.4. Where the internal appeal or complaint is lodged after the expiry of the 30 (thirty) days period afforded for such lodgement, the information officer may, on good cause shown, permit the late lodgement of the internal appeal or complaint:
- 10.4.1. in these instances, the internal appeal or complaint must be accompanied by an affidavit explaining the reasons for the lateness to be considered by the information officer.

## **11. APPROACHING COURT TO REVIEW THE DECISION BY THE MOTH**

- 11.1. The requester must exhaust all the internal remedies provided for above, before he would be entitled to approach a competent court for the relief required.
- 11.2. Upon exhausting all the internal remedies, the requester is entitled to approach a competent court to review the decision made by the MOTH.

## **PART 3: ADMINISTRATION OF PERSONAL INFORMATION**

## **12. AVAILABILITY OF THE MANUAL FOR INSPECTION**

- 12.1. This manual will be available for inspection during offices hours and at no charge at:
- 12.1.1. the address of the MOTH; and

12.1.2. a premises so determined by the information officer.

12.2. Should any person require a copy of this manual, or part hereof, such a copy can be obtained by requesting same from the information officer:

12.2.1. such a request may be accompanied by a prescribed fee, as determined by the information officer.

### 13. INFORMATION AUTOMATICALLY AVAILABLE

13.1. No information held by the MOTH would be automatically available, so to ensure that the data subject(s)' right to privacy as contained in POPIA is considered at all times.

### 14. INFORMATION HELD BY THE MOTH

14.1. The following categories and types of records are held by the MOTH, which can be requested in the prescribed manner hereinabove, as envisaged in section 51(1)(e) of PAIA.

14.2. Client information:

Category	Information description
Personal Information	Personal information held by the MOTH, so required for the services rendered to the client.
Communique	Any correspondence between the client and the MOTH.
Complaints	Any information relating to complaints lodged by a client relating to the services rendered, including the findings.
Customer profile and payment history	Information relating to the contributions due to the MOTH for services rendered, as well as, the payments made to the MOTH, as contained in the statement of account.

14.3. Governing body information:

Category	Information description
National Executive' information	The details of the executive officers for the time being, including their contact details.
Decisions	Any information relating to the decisions made by the National Executive, inclusive of the notices, minutes of meetings and resolutions passed.
Communique	Any correspondence between the National Executive and/or the and/or any service provider of the MOTH relating to the administration of the MOTH.

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Appointment records	A list of National Executive appointed within the relevant financial year.
Compliance information	Any information relating the compliance with any legislation, including the details of the relevant compliance officer.
Compliance policies and procedures	Any policies and/or governing documents relating to the processes and practices regarding the administration and management of the MOTH.
Position and organisational structure	The title and responsibilities of each National Executive of the MOTH, including information relating to the role and current incumbents.
Insurance	Any information relating to the insurance of the MOTH's property.
Remuneration	No Remuneration is payable to Executive members.

14.4. Employee information:

Category	Information description
Personnel information	The records relating to the employees of the MOTH.
Curriculum Vitae and Application details	Details of any applicants for employment, including the information contained in the curriculum vitae.
Payroll information	All information related to the payment of an employee, including such payment details, such as the bank account details, payment amount and payment dates.
Disciplinary records	Records of disciplinary action taken against any employee of the MOTH.
Salary / Incentive / Bonus	Information relating the remuneration of the employee, including gross salary, PAYE amount (if applicable), etc.
Position	The title and responsibilities of the employee, which may include an employment contract (where applicable).
Timesheet information	Where an employee is required to perform functions pursuant to a timesheet, such information – inclusive of the working hours of the employee.

14.5. Financial information:

Category	Information description
Budget	Budget information.
Cash / Bank / Financial Transactions	Information generated as a result of financial transactions of the MOTH.
Creditor information	Information relating to any creditor of the MOTH.
Debtor Information	Information relating to any debtor of the MOTH.
Ledgers	Information contained in the MOTH's ledgers.
Audit information	Audit reports conducted on the MOTH.
Financial and bookkeeping records	All statements, ledgers, journals of the MOTH.

14.6. Asset information:

Category	Information description
Assets	All assets owned by the MOTH or held on behalf of a third party.
Stock	Any stock of assets used in the maintenance, upkeep and improvement of the MOTH on hand.

14.7. Legal information:

Category	Information description
Pending litigation	Information relating to the MOTH's current legal action, whether instituted or defended by the MOTH.
Finalised litigation	Information relating to litigation that has been finalised, whether instituted or defended by the MOTH.
Payment arrangements	The details of payment arrangements entered into by the MOTH, including the payment terms and the information relating to the parties concerned in such payment arrangements.
Communique and notices	Any correspondence and/or notices transmitted by the MOTH's attorneys of record.
Instructions	Information relating to the handovers and instructions given to the attorneys of record.

14.8. Service-level information:

Category	Information description
Service-level agreements	The information of service level agreements entered into by the MOTH.
Contractor and service provider information	The information of the contractors and service providers of the MOTH.
Supplier agreements	The information contained in any supplier agreement.
Communique	Any correspondence as between the MOTH and the contractors and/or service providers and/or suppliers

**15. LEGISLATION IN TERMS OF WHICH THE MOTH IS REQUIRED TO KEEP A RECORD OF THE INFORMATION**

15.1. The MOTH keeps information and/or documents in accordance with, amongst others the following legislation:

Legislation	Reasons for information to be retained
-------------	--

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Basic Conditions of Employment Act, 75 of 1997	The Act requires employers to keep records of information containing the personal information of all its employees, working hours and remuneration.
Compensation for Occupational Injuries and Health Diseases, 130 of 1993	Employers are expected to keep a register, employee record or reproduction of same relating of wages, time worked, payment for piece work and overtime.
Criminal Procedure Act, 51 of 1977	The Act makes provision for the admissibility of documents as evidence where such documents were compiled in the course of trade or business by persons who have personal knowledge of matters contained in the document.
Electronic Communications and Transactions Act, 25 of 2002	The Act requires that information emanating from electronic transactions only be collected, collated, processed and disclosed with customer's consent. Further, the purpose for which information is collected must be disclosed to the customer and must only be used for that purpose unless customer consents otherwise.
Employment Equity Act, 55 of 1998	Employers are required to maintain records relating to the workforce, employment equity plans and other relevant records.
Labour Relations Act, 66 of 1995	The Act requires employers to keep records of disciplinary transgressions against employees, actions taken and reasons for the action.
Occupational Health and Safety Act, 85 of 1993	Employers are required to keep records relating to the health and safety of persons in the workplace.
Prevention and Combating of Corrupt Activities Act, 12 of 2004	The Act provides for the strengthening of measures to prevent and combat corruption and corrupt activities. To this end companies are expected to keep records relating to any offer of improper gratification relating to the procurement or execution of contracts or employment relationship.
Prevention of Organized Crime Act, 121 of 1998	The Act requires that any person who is aware of criminal activities is obliged to report them to the authorities. The duty of confidentiality or other restrictions on the disclosure of information, whether imposed by law, the common law or by agreement does not affect the obligation to report or disclose information or to permit access to any registers, records or other documents unless that obligation of confidentiality relates to attorney-client privilege.
Skills Development Levies Act, 9 of 1999	Every employer is expected to make payments towards the skills development levy at a rate of 1% of the leviable

	amount. Records detailing payments made by the Employer are expected to be kept.
Unemployment Insurance Act, 30 of 1996	An Employer is expected to keep records relating to payment of contributions to the Unemployment Insurance Fund relating to: illness, maternity and for dependents. The Act does however, subject to the provisions of the Promotion of Access to Information Act, No. 2 of 2000, prohibits the disclosure of information obtained in the performance of functions under the Act.

## 16. OTHER INFORMATION AS MAY BE PRESCRIBED

16.1. In terms of section 51(1)(f) of PAIA, the relevant Minister has the power to publish a notice prescribing any other information that the MOTH may have to disclose, at which time the MOTH will give all data subjects notice thereof.

## 17. PRESCRIBED REPRODUCTION FEES

17.1. Where the MOTH has voluntarily provided the Minister with a list of categories of records that will automatically be made available to any person requesting access thereto, the only charge that may be levied for obtaining such records, will be a fee for reproduction of the record in question.

Reproduction of Information Fees	Fees to be Charged
Information in an A-4 size page photocopy or part thereof	R 1.10
A printed copy of an A4-size page or part thereof	R 0.75
A copy in computer-readable format, for example: Stiffy disc Compact disc	R 7.50 and R 70.00
A transcription of visual images, in an A4-size page or part thereof	R 40.00
A copy of visual images	R 60.00
A transcription of an audio record for an A4-size page or part thereof	R 20.00
A copy of an audio record	R 30.00

17.2. Where a requester submits a request for access to information held by an institution on a person other than the requester himself/herself, a request fee in the amount of R 50.00 is payable up-front before the institution will further process the request received.

17.3. An access fee is payable in all instances where a request for access to information is granted, except in those instances where payment of an access fee is specially excluded in terms of the Act or an exclusion is determined by the Minister in terms of Section 54(8). The applicable access fees are:

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Access of Information Fees	Fees to be Charged
Information in an A-4 size page photocopy or part thereof	R 1.10
A printed copy of an A4-size page or part thereof	R 0.75
A copy in computer-readable format, for example: Compact disc	R 70.00

Access of Information Fees	Fees to be Charged
A transcription of visual images, in an A4-size page or part thereof	R 40.00
A copy of visual images	R 60.00
A search for a record that must be disclosed *Per hour or part of an hour reasonably required for such search.	R 30.00*
Where a copy of a record needs to be posted the actual postal fee is payable.	

17.4. Where the institution receives a request for access to information held on a person other than the requester himself / herself and the Information Officer upon receipt of the request is of the opinion that the preparation of the required record of disclosure will take more than 6 (six) hours, a deposit is payable by the requester.

17.4.1. The amount of the deposit is equal to 1/3 (one third) of the amount of the applicable access fee.

17.5. The initial “request fee” of R 50.00 should be deposited into the bank account below and a copy of the deposit slip, application form and other correspondence / documents, forwarded to the Information Officer via email or any other method prescribed by such Information Officer.

17.5.1. The officer will collect the initial “request fee” of applications received directly by the Information Officer via email.

17.5.2. All fees must be deposited into the MOTH’s bank account.

17.6. All fees are subject to change as allowed for in the Act and as a consequence such escalations may not always be immediately available at the time of the request being made. Requesters shall be informed of any changes in the fees

**PART 4: APPLICABILITY OF THIS MANUAL**

prior to making a payment.

**18. AMENDMENT**

18.1. This manual shall only be amended:

- 18.1.1. automatically, if any regulations and/or legislation amending PAIA is enacted;
- 18.1.2. automatically, if the information regulator prescribes additional policies; or
- 18.1.3. by a National Executive resolution.

**19. APPLICABILITY**

- 19.1. This manual shall apply to any person requesting access to information held by the MOTH.
- 19.2. This manual will in no way supersede the PAIA, and where a conflict exists the PAIA shall prevail.
- 19.3. This manual shall be enacted, and apply to the MOTH, upon resolution of the National Executive, which resolution is incorporated herein as appendix C.



**PROMOTION OF ACCESS TO INFORMATION MANUAL**

**FORM C: REQUEST FOR ACCESS TO RECORD OF PRIVATE BODY**

**D. Particulars of record**

- (a) Provide full particulars of the record to which access is requested, including the reference number if that is known to you, to enable the record to be located.
- (b) If the provided space is inadequate, please continue on a separate folio and attach it to this form. The requester must sign all the additional folios.

1. Description of record or relevant part of the record:

.....  
.....  
.....  
.....

2. Reference number, if available:

.....  
.....  
.....  
.....

3. Any further particulars of record:

.....  
.....  
.....  
.....

**E. Fees**

- (a) A request for access to a record, other than a record containing personal information about yourself, will be processed only after a request fee has been paid.
- (b) You will be notified of the amount required to be paid as the request fee.
- (c) The fee payable for access to a record depends on the form in which access is required and the reasonable time required to search for and prepare a record.
- (d) If you qualify for exemption of the payment of any fee, please state the reason for exemption.

Reason for exemption from payment of fees:

.....  
.....  
.....  
.....  
.....

**F. Form of access to record**

If you are prevented by a disability to read, view or listen to the record in the form of access provided for in 1 to 4 below, state your disability and indicate in which form the record is required.

Disability:	Form in which record is required:
Mark the appropriate box with an X.	
NOTES:	
(a) Compliance with your request for access in the specified form may depend on the form in which the record is available.	
(b) Access in the form requested may be refused in certain circumstances. In such a case you will be informed if access will be granted in another form.	
(c) The fee payable for access to the record, if any, will be determined partly by the form in which access is requested.	

<b>1. If the record is in written or printed form:</b>					
	copy of record*		inspection of record		
<b>2. If record consists of visual images - (this includes photographs, slides, video recordings, computer-generated images, sketches, etc.):</b>					
	view the images		copy of the images*		transcription of the images*
<b>3. If record consists of recorded words or information which can be reproduced in sound:</b>					
	listen to the soundtrack (audio cassette)		transcription of soundtrack* (written or printed document)		
<b>4. If record is held on computer or in an electronic or machine-readable form:</b>					
	printed copy of record*		printed copy of information derived from the record*		copy in computer readable form* (stiffy or compact disc)

**G. Particulars of right to be exercised or protected**

If the provided space is inadequate, please continue on a separate folio and attach it to this form.  
**The requester must sign all the additional folios.**

1. Indicate which right is to be exercised or protected:

.....

.....

.....

2. Explain why the record requested is required for the exercise or protection of the aforementioned right:

.....

.....

.....

**PROMOTION OF ACCESS TO INFORMATION MANUAL**

**FORM C: REQUEST FOR ACCESS TO RECORD OF PRIVATE BODY**

**H. Notice of decision regarding request for access**

You will be notified in writing whether your request has been approved / denied. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

How would you prefer to be informed of the decision regarding your request for access to the record?

.....

Signed at ..... this day ..... of ..... year .....

.....  
SIGNATURE OF REQUESTER /  
PERSON ON WHOSE BEHALF REQUEST IS MADE



**C. Particulars of requester**

This section must be completed ONLY if a third party (other than the requester) lodges the internal appeal.

Full names and surname: .....

Identity number: 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**D. The decision against which the internal appeal is lodged**

Mark the decision against which the internal appeal is lodged with an X in the appropriate box:

	Refusal of request for access
	Decision regarding fees prescribed in terms of section 22 of the Act
	Decision regarding the extension of the period within which the request must be dealt with in terms of section 26(1) of the Act
	Decision in terms of section 29(3) of the Act to refuse access in the form requested by the requester
	Decision to grant request for access

**E. Grounds for appeal**

If the provided space is inadequate, please continue on a separate folio and attach it to this form. You must sign all the additional folios.

State the grounds on which the internal appeal is based:

.....  
.....  
.....  
.....  
.....

State any other information that may be relevant in considering the appeal:

.....  
.....  
.....  
.....  
.....  
.....

**PROMOTION OF ACCESS TO INFORMATION MANUAL**

**FORM B: NOTICE OF INTERNAL APPEAL**

**F. Notice of decision on appeal**

You will be notified in writing of the decision on your internal appeal. If you wish to be informed in another manner, please specify the manner and provide the necessary particulars to enable compliance with your request.

State the manner: .....

Particulars of manner: .....

Signed at ..... this day ..... of ..... year.....

.....  
SIGNATURE OF APPELLANT

**FOR DEPARTMENTAL USE:**

**OFFICIAL RECORD OF INTERNAL APPEAL:**

Appeal received on ..... (date) by .....  
..... (state rank, name and surname of information officer/deputy information officer).

Appeal accompanied by the reasons for the information officer's/deputy information officer's decision and, where applicable, the particulars of any third party to whom or which the record relates, submitted by the information officer/deputy information officer on ..... (date) to the relevant authority.

OUTCOME OF APPEAL: .....

DECISION OF INFORMATION OFFICER/DEPUTY INFORMATION OFFICER CONFIRMED/NEW DECISION  
SUBSTITUTED

NEW DECISION: .....

DATE RELEVANT AUTHORITY .....

RECEIVED BY THE INFORMATION OFFICER/DEPUTY INFORMATION OFFICER FROM THE RELEVANT  
AUTHORITY ON (date): .....

**APPENDIX C: RESOLUTION**

**'NATIONAL EXECUTIVE' RESOLUTION FOR THE IMPLEMENTATION OF THE  
PROMOTION OF ACCESS TO INFORMATION MANUAL**

**MEMORABLE ORDER OF TIN HATS  
("the MOTH")**

**RECORDAL:**

1. At the Full National Executive meeting held on the 19th day of February 2022.

**IT IS ACCORDINGLY RESOLVED THAT:**

2. The National Executive herewith approve and adopt the promotion of access to information manual.
3. The MOTH's information officer is Glenton Smit.

**SIGNED AT** Warriors Gate\_ **ON THE** 19<sup>th</sup> **DAY OF** February 2022.

\_\_\_\_\_  
**National Chairman**  
**Name: Anders Boden**

\_\_\_\_\_  
**General Secretary**  
**Name: Brian Porter**

\_\_\_\_\_  
**Chairman Property Management. Committee**  
**Name: David Gush**

\_\_\_\_\_  
**Communications Officer**  
**Name: Glenton Smit**