

67 Church Street, Mt Ayliff, 4735
Tel: +27 (0)39 254 6000
Fax: +27 (0) 39 255 0167
Web : www.umzimvubu.gov.za



813 Main Street , Mount Frere
P/ Bag 9020, M t Frere , 5090
Tel: +27 (0)39 255 8500 /166
Fax: +27 (0) 39 255 0167

UMZIMVUBU
LOCAL MUNICIPALITY

SPEAKER'S VEHICLE POLICY



**UMZIMVUBU MUNICIPALITY
SPEAKER'S VEHICLE POLICY
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BACKGROUND

1. DEFINITIONS

- 1.1 COUNCIL : Means a Municipal Council established in terms of the Municipal Structures Act No. 117 of 1997
- 1.2 DAMAGE : Means any form of damage caused on a speaker's vehicle due to any incident.
- 1.3 EXECUTIVE COMMITTEE : Means a committee of Council established in terms of the Municipal structures Act No.117 of 1997.
- 1.4 FAULT :Means any fault of, but not limited to, mechanical, electrical and electronic nature.
- 1.5 SPEAKER : Means the political office-bearer elected in terms of the Municipal structures Act No. 117 of 1997.
- 1.6 MINISTERIAL DETERMINATION : Means a determination of the amount of monthly travelling allowance payable to Councilors including the SPEAKER in terms of The Remuneration of Public Office-Bearers Act No 20 of 1997
- 1.7 MUNICIPALITY : Means an institution established in terms of the Municipal Structures Act No. 117.
- 1.8 MUNICIPAL MANAGER : Means the person employed as Municipal Manager in terms of section 56 of the Municipal Systems Act No 32 of 2000 or a designee.
- 1.9 SAFE PLACE :Means any place with a reasonable level of security where a speaker's vehicle may be parked at night.
- 1.10 VEHICLE SPECIFICATIONS :Means both standard and extra vehicle fittings.
- 1.11 IMMEDIATE FAMILY MEMBER :Means a brother, sister, son, daughter and wife of the SPEAKER.

2. OBJECTIVES 2.1 To provide for acquisition of a speaker's vehicle by the Municipality

2.2 To provide a framework for use, management and maintenance of a speaker's vehicle.

2.3 To enable the SPEAKER to execute his/her functions in an efficient and effective manner.

2.4 To cater for general transport needs of the SPEAKER

2.5 To facilitate the service delivery processes

2.6 To maximize safety and security of the SPEAKER

2.7 To protect the dignity of the SPEAKER

2.8 To protect the image of the Municipality

3. TYPE AND SIZE OF A SPEAKER'S VEHICLE

3.1 The type of a speaker's vehicle shall be a SUV (Sports Utility Vehicle).

3.2 The make of the vehicle shall be chosen by the Executive committee of Council

3.3 Due care shall be exercised when choosing a vehicle make in order to avoid unnecessary maintenance problems.

3.4 The size of a vehicle shall be medium to large with a limited capacity of four passengers excluding the driver.

3.5 The engine capacity of the vehicle shall be limited to a maximum of 4.0 litres.

3.6 The type and size of a speaker's vehicle shall be determined in terms of the aforementioned provisions.

4. VEHICLE SPECIFICATIONS

The following, but not limited to, vehicle specifications will apply where necessary to a speaker's vehicle:

4.1 Vehicle that is a 4X4 or all-wheel drive 4.2 High

profile security system

4.3 Power steering

4.4 Alarm system

4.5 Air conditioner or climate control 4.6 Spot

lights

- 4.7 CD/Radio
- 4.10 Tow bar

5. ACQUISITION OF A SPEAKER'S VEHICLE

- 5.1 A speaker's vehicle shall be acquired either through vehicle lease or purchase arrangement.
- 5.2 The lease or purchase arrangement and maintenance of a speaker's vehicle shall be provided for, under the Councilors' administration budget.
- 5.3 A speaker's vehicle shall be acquired through the normal procurement processes of the Municipality.
- 5.4 The price of the vehicle shall be controlled through limitation of the engine capacity of the vehicle up to a maximum **of R700 000.00** excluding delivery costs, license fees and maintenance costs if the vehicle is leased.
- 5.5 The quality, safety, reliability and durability of the vehicle shall be considered as key determinants in the acquisition process.
- 5.6 Cost of repairs on a speaker's vehicle to be borne by the Municipality and shall be authorized by the Municipal Manager.

6. USE, STORAGE AND MAINTENANCE OF A SPEAKER'S VEHICLE 6.1 A

Speaker's vehicle shall be used for the Speaker's transport needs.

- 6.2 In case of emergency, a speaker's vehicle may be used for any other official purpose within a reasonable time frame subject to the speaker's consent.
- 6.3 A speaker's vehicle shall also be used for the Speaker's private needs.
- 6.4 There shall be a monthly log sheet for a speaker's vehicle, which will be used for logging the opening mileage at the beginning of each month and closing mileage at the end of the month.
- 6.5 The monthly mileage of a speaker's vehicle shall be limited to a maximum of 10 000km for both private and official trips, and unused mileage will lapse at the end each month.
- 6.6 The cost of use shall be determined through the Department of Transport tariffs.
- 6.7 A speaker's vehicle shall be driven by the Speakers driver subject to possession of a valid driving license.
- 6.9 Councilor may also drive a speaker's vehicle subject to the permission of the SPEAKER

- 6.10 A speaker's vehicle may be used for ceremonious and official functions of other organisations including governmental institutions which are deemed befitting attendance by the SPEAKER or his/her representative or designee.
- 6.11 A speaker's vehicle shall be insured as part of the municipal fleet.
- 6.12 A speaker's vehicles shall be maintained as per the vehicle lease agreement if there is any or vehicle specifications.
- 6.13 A speaker's vehicle shall be in the possession and under the control of the SPEAKER for 24 hours.
- 6.14 In the event of a speaker's vehicle being involved in an accident or having major mechanical faults, an independent expert shall be appointed by the Speaker in consultation with the Municipal Manager to conduct an investigation into the causes of and general circumstances pertaining to the damages.
- 6.15 The independent expert will draw findings and make recommendations with regard to the damages to a speaker's vehicle and submit his or her report to the Speaker.
- 6.16 If an element of negligence has been proven, an amount equal to the insurance excess in case of a vehicle accident or 10 % of the costs of repairs in case of mechanical faults shall be borne by the SPEAKER.

7. REPLACEMENT OF A SPEAKERS VEHICLE

- 7.1 A speaker's vehicle will be replaced when it reaches a mileage of 200 000 or three years whichever comes first.
- 7.2 Necessary budgetary provisions shall be made for replacement of a speaker's vehicle.
- 7.3 Replacement of a speaker's vehicle shall be transacted by the Municipal Manager in compliance with the provisions of this policy.

8. TAXABILITY FOR THE USE OF A SPEAKER'S VEHICLE AND PAYMENT OF TRAVELLING ALLOWANCE TO THE SPEAKERS

- 8.1 For purposes of taxation, the use of a speaker's vehicle will be treated in the same way as the use of company cars in the private sector.
- 8.2 Any applicable tax deductions arising out of the use of a Speaker's vehicle for private purposes by the speaker, shall be made on the Speaker's salary as per income tax regulations.
- 8.3 The speaker shall receive monthly payment of travelling allowance in terms of the ministerial determination.

9. SECURITY AND SAFEKEEPING OF A SPEAKER'S VEHICLE

9.1 A speaker's vehicle will be kept in a safe place or parked in a lockable garage at night.

9.2 All security devices fitted on a speaker's vehicle must be activated when the vehicle is parked.

9.3 The safety and security of a speaker's vehicle shall be maintained at all times.

9.4 Any damage or fault on a speaker's vehicle shall be reported to the office of the Municipal Manager for the purpose of effecting repairs as soon as possible.

9.5 Excess arising from insurance claims shall be borne by the Municipality, unless the Council resolves otherwise.

10. COMMENCEMENT

10.1 This Policy will come into effect on the date of adoption by Council.

11. INTERPRETATION OF THIS POLICY

11.1 All words contained in this policy shall have a ordinary meaning attached thereto, unless the definition or context indicates otherwise.

11.2 The dispute on interpretation of this policy shall be declared in writing by any party concerned.

11.3 The Office of the Municipal Manager shall give a final interpretation of this policy in case of written dispute.

11.4 If the party concerned is not satisfied with the interpretation, a dispute may then be pursued with the South African Local Government Bargaining Council.

13. PERMANENT/TEMPORARY WAIVER OR SUSPENSION OF THIS POLICY

12.1 This policy may be partly or wholly waived or suspended by the Municipal Council on temporary or permanent basis.

12.2 Notwithstanding clause No. 12.1 the Municipal Manager may under circumstances of emergency temporarily waive this policy subject to reporting of such waiver or suspension to Council.

14. COMPLIANCE AND ENFORCEMENT

14.1 Violation of or non-compliance with this policy will give a just cause for disciplinary steps to be taken.

14.2 It will be the responsibility of Council to enforce compliance with this policy.

15. AMENDMENT AND/OR ABOLITION OF THIS POLICY

15.1 This policy may be amended or repealed by Council as it may deem

16. AMENDMENT AND/OR ABOLITION OF THIS POLICY

This policy may be amended or repealed by Council as it may deem necessary.

Date of Approval: _____

Council resolution no.: _____

Approved by:

**GPT NOTA
MUNICIPAL MANAGER**

APPROVAL OF THE POLICY

The Municipal Council has approved this policy and amendments thereof.

AUTHENTICATION

The amendments of the policy and or the new policy was adopted by the Council on the
29-01-2021

As per Council Resolution number ULMC: 359/2020/2021

Signed off

Mr. G.P.V. Nota

Municipal Manager



Cllr. N.F Ngonyolo

Speaker of the Council