



THE SOUTH AFRICAN POULTRY ASSOCIATION

**POLICY IN TERMS OF THE
PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013**

AND

PRIVACY POLICY

AND

**MANUAL IN TERMS OF THE
PROMOTION OF ACCESS TO INFORMATION ACT NO. 2 OF 2000**

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1 DEFINITIONS

In this document, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

- | | | |
|------|----------------------------|--|
| 1.1 | Broiler Organisation | means the national division of SAPA termed the “ <i>Broiler Organisation</i> ”; |
| 1.2 | Data Subject | means the Members, Employees and any other third party whose Personal Information SAPA Processes; |
| 1.3 | Deputy Information Officer | shall have the meaning ascribed thereto in terms of clause 10.1 (<i>Deputy Information Officer</i>); |
| 1.4 | Egg Organisation | means the national division of SAPA termed the “ <i>Egg Organisation</i> ”; |
| 1.5 | Employee | means a current or prospective employee of SAPA as the context requires; |
| 1.6 | Information Officer | shall have the meaning ascribed thereto in terms of clause 10.1 (<i>Information Officer</i>); |
| 1.7 | Member | means a member of SAPA and shall include ordinary members, honorary life members, allied members, cull traders as well as any potential members who engage with SAPA; |
| 1.8 | PAIA | means the Promotion of Access to Information Act No. 2 of 2000; |
| 1.9 | PAIA Manual | means the PAIA manual contained in Section C of this document; |
| 1.10 | Personal Information | shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to – information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, |

religion, conscience, belief, culture, language and birth of the person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, e-mail address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondences sent by the person that would reveal the contents of the original correspondence; the views or opinions of another individual regarding the person; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

- 1.11 POPI means the Protection of Personal Information Act No. 4 of 2013;
- 1.12 POPI Policy means the POPI policy contained in **Section A** of this document;
- 1.13 Privacy Policy means the privacy policy contained in **Section B** of this document;
- 1.14 Processing shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- the collection receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - dissemination by means of transmission, distribution or making available in any other form;

merging, linking as well as restriction, degradation, erasure or destruction of information; and

“**Process**” and “**Processes**” shall have the same meaning as the context requires;

- 1.15 SAPA means the South African Poultry Association, being a body corporate with its own legal identity separate from its members;
- 1.16 User means any user of the Website including, but not limited to, a Data Subject; and
- 1.17 Website means SAPA’s website which can be found by accessing the following link: <https://sapoultry.co.za/>.

2 CONSTRUCTION

Unless otherwise defined, capitalised terms contained in this document shall bear the meaning ascribed thereto in terms of POPI and PAIA, as the context requires.

SECTION A – POPI POLICY

3 BACKGROUND

- 3.1 The business of SAPA includes, but is not limited to, the promotion of fairness and competitiveness of the South African poultry industry, ensuring compliance of the South African poultry industry and acting as a medium and catalyst for matters which the South Africa poultry industry wishes to address.
- 3.2 This POPI Policy deals with the manner in which SAPA Processes Personal Information which is collected from Data Subjects, the purpose of SAPA Processing the Personal Information, the rights of the Data Subjects, the manner in which the Personal Information is stored and recorded by SAPA, the safeguards which SAPA places on the Personal Information and the duties and obligations of the Information Officer and Deputy Information Officer.

4 PERSONAL INFORMATION COLLECTED

- 4.1 SAPA collects various categories of Personal Information from Data Subjects including, but not limited to, the following:
- 4.1.1 name and surname;

- 4.1.2 identity documents;
- 4.1.3 contact details;
- 4.1.4 physical and postal address;
- 4.1.5 employment status;
- 4.1.6 income tax number;
- 4.1.7 registration number;
- 4.1.8 details of customers, clients and suppliers of the Data Subject;
- 4.1.9 bank account details;
- 4.1.10 company and trust registration documents;
- 4.1.11 VAT registration number;
- 4.1.12 memorandum of incorporation;
- 4.1.13 trust deed;
- 4.1.14 letter of authority;
- 4.1.15 board/shareholder/trustee resolutions;
- 4.1.16 source of funds statements;
- 4.1.17 signatory details and share registers;
- 4.1.18 financial statements;
- 4.1.19 management accounts;
- 4.1.20 budgets;
- 4.1.21 criminal information;
- 4.1.22 credit information and history;
- 4.1.23 qualifications, certificates, permits and licences; and
- 4.1.24 any other information which SAPA deems necessary to collect from the Data Subject from time to time.

- 4.2 SAPA shall endeavour to only collect and Process Personal Information relating to Data Subjects which is adequate, relevant and not excessive in terms of POPI and which is required by SAPA to provide the Data Subject with the required services.
- 4.3 SAPA shall endeavour to inform the Data Subject of the information which is required for SAPA to adequately render the required services to the Data Subject, and which information is optional, but may still be useful to SAPA for the provision of the applicable services.
- 4.4 SAPA may from time to time collect and Processes Personal Information from Data Subjects for marketing purposes.

5 USE OF PERSONAL INFORMATION

- 5.1 SAPA shall only process a Data Subject's Personal Information if the Processing is:
- 5.1.1 necessary to carry out its obligations in terms of an engagement between SAPA and the Data Subject in question;
 - 5.1.2 consented to by the Data Subject in question;
 - 5.1.3 required for SAPA to comply with its obligations imposed by law;
 - 5.1.4 necessary to protect a legitimate interest of the Data Subject; and
 - 5.1.5 necessary to pursue the legitimate interests of SAPA or of a third party to whom the information is supplied.
- 5.2 SAPA shall only use a Data Subject's Personal Information for the purpose for which the information was collected which purposes may include, but will not limited to, the following:
- 5.2.1 doing a risk analysis on the Data Subject:
 - 5.2.2 verifying and updating the Data Subject's details;
 - 5.2.3 detection and prevention of fraud, money laundering or other prohibited practices;
 - 5.2.4 audit and record keeping purposes;
 - 5.2.5 Processing of Personal Information for litigation processes;
 - 5.2.6 providing services and/or advice to the Data Subject;
 - 5.2.7 compliance with legal and regulatory requirements; and

5.2.8 communication with service providers and between SAPA and the Data Subject.

6 DISCLOSURE

6.1 SAPA may disclose the Data Subject's Personal Information to any of its affiliates or third-party service providers to the extent that SAPA deems it necessary to do so in terms of the current or potential engagement between SAPA and the Data Subject.

6.2 SAPA undertakes to ensure that any affiliates or third-party service providers to which Personal Information is disclosed in terms of **clause 6.1** above, shall comply with the necessary confidentiality, Processing and privacy standards prescribed by POPI and as set out in this POPI Policy.

6.3 SAPA may obtain information pertaining to Data Subjects from third parties on the basis set out in this POPI Policy.

6.4 SAPA may disclose a data Subject's Personal Information to third parties where it is required to do so in terms of law or in instances where it is necessary to protect its rights.

7 RIGHTS OF DATA SUBJECTS

7.1 In terms of POPI, a Data Subject has, amongst others, the following rights in relation to their Personal Information:

7.1.1 to be notified that Personal Information of the Data Subject is being collected;

7.1.2 to be notified that the Data Subject's Personal Information has been accessed or acquired by an unauthorised person;

7.1.3 to establish whether SAPA holds Personal Information of the Data Subject and to request access to the Data Subject's Personal Information;

7.1.4 to request, where necessary, the correction, destruction or deletion of the Data Subject's Personal Information;

7.1.5 to object, on reasonable and lawful grounds - subject to the Data Subject's particular situation, to the Processing of the Data Subject's Personal Information;

7.1.6 to object to the Processing of the Data Subject's Personal Information for purposes of direct marketing;

- 7.1.7 not to be subject, under certain circumstances, to a decision which is based solely on the basis of the automated Processing of the Data Subject's Personal Information intended to provide a profile of such Data Subject;
 - 7.1.8 to submit a complaint to the Regulator regarding the alleged interference with the protection of Personal Information of the Data Subject; and/or
 - 7.1.9 to institute civil proceedings regarding the alleged interference with the protection of the Data Subject's Personal Information.
- 7.2 All requests made by a Data Subject when exercising the Data Subject's rights in terms of POPI shall be directed to the Information Officer of SAPA.

8 RETENTION AND RESTRICTION OF RECORDS

- 8.1 Personal Information of Data Subjects will not be retained for any longer than is necessary for achieving the purpose for which the Personal Information is collected and subsequently Processed, unless:
- 8.1.1 the retention of the record is required or authorised by law;
 - 8.1.2 SAPA reasonably requires the record for lawful purposes related to its functions or activities;
 - 8.1.3 retention of the record is required in terms of an agreement between SAPA and the Data Subject;
 - 8.1.4 the Data Subject has consented to the retention of the record; and/or
 - 8.1.5 the retention of the Personal Information is for historical, statistical or research purposes.
- 8.2 SAPA shall destroy, delete or de-identify records of Personal Information relating to a Data Subject, in a manner that prevents reconstruction in an intelligible form, as soon as reasonably practicable after SAPA is no longer authorised to retain the Personal Information in terms of **clause 8.1** above.

9 SECURITY AND SAFEGUARDS

- 9.1 SAPA shall continuously review its internal security measures and processes to prevent any loss of, damage to or unlawful access to a Data Subject's Personal Information.
- 9.2 SAPA shall have due regard to generally accepted information security practices and procedures as prescribed by POPI.

- 9.3 Should any data breach occur in relation to a Data Subject's Personal Information, SAPA shall notify the Data Subject thereof and implement the necessary recovery procedures to retrieve such information and mitigate the effect of such data breach.

10 INFORMATION OFFICER AND DEPUTY INFORMATION OFFICER

- 10.1 The SAPA information officer is **Christopher Mason** ("Information Officer") and the deputy information officer is Abongile Balarane ("Deputy Information Officer").
- 10.2 The Information Officer and Deputy Information Officer are responsible for SAPA's compliance with POPI and ensuring the lawful Processing of Personal Information of Clients and/or Members.
- 10.3 The details of the Information Officer and Deputy Information Officer are set out below at **clause 35** (*Details of Information Officer and Head Office*) of this document.

11 CONSENT

By completing SAPA's onboarding process, the Data Subject consents to the Processing of its Personal Information required for the purposes set out in this POPI Policy, including the transfer of such Personal Information to any third parties in order for SAPA to provide the required services to the Data Subject.

SECTION B – PRIVACY POLICY

12 BACKGROUND

This Privacy Policy sets out the basis on which SAPA may use and protect material and information which SAPA obtains from the User when utilising the Website and sets out the terms on which the User shall utilise the Website.

13 COLLECTION OF INFORMATION

- 13.1 By virtue of the User's access to and use of the Website, the User consents to SAPA monitoring the User's visit(s) to the Website and retention of information about the User's user traffic.

- 13.2 By virtue of the User's access to and use of the Website, the User consents to SAPA collecting the following information:

13.2.1 *General Material and Information:*

- 13.2.1.1 general material and information constitute material and information provided to SAPA on the Website which do not reveal the identity of the User including, but not limited to, browser and device information, applications or connected device or vehicle usage data,

information collected through cookies, pixel tags and other technologies, demographic information and other information provided that it does not reveal the User's specific identity, information that has been aggregated in a manner such that it no longer reveals the User's specific identity, the User's general physical location and information regarding the User and the User's operation(s); and

13.2.1.2 general material and information supplied for general purposes which may be used for marketing purposes;

13.2.2 *Specific Material and Information:*

13.2.2.1 specific material and information constitute material and information provided to SAPA on the Website for purposes of communicating with SAPA; and

13.2.2.2 specific material and information provided for the specific purpose may be used for marketing purposes.

14 USE OF THE USER'S MATERIAL AND INFORMATION

The material and information provided to SAPA through the Website shall be used by SAPA:

14.1 for the purposes as set out in the Privacy Policy, POPI Policy and PAIA Manual;

14.2 to improve the Website and SAPA's services; and

14.3 for internal business administration of SAPA including fulfilling any legal requirements

15 DISCLOSURE OF THE USER'S MATERIAL AND INFORMATION

Any material and/or information provided to SAPA through the Website will not be disclosed to parties unrelated to SAPA, except as otherwise provided for in this Privacy Policy, POPI Policy or PAIA Manual.

16 PERIOD OF RETENTION OF THE USER'S MATERIAL AND INFORMATION

16.1 The time periods for which SAPA is required to retain the User's information may vary according to the use and purpose attached to the particular information.

16.2 Unless there is a specific legal requirement requiring SAPA to keep the User's information for a longer period, SAPA will not retain such information for longer than is necessary for the purpose for which the information was collected or for which it is to be Processed.

17 USE OF IP ADDRESSES

SAPA may make use of software and technology to collect information about the use of the Website and to distinguish the User from other users of the Website in order to improve the User's experience when the User browses the Website.

18 COOKIES

18.1 SAPA uses cookies to understand the User's online activity and to save the User's preferences for future visits.

18.2 The User agrees that cookies may be forwarded from the Website to the User's computer or device.

19 MARKETING MATERIALS

19.1 The User agrees that SAPA may forward marketing material to the User.

19.2 If at any time the User would prefer to receive or stop receiving marketing material from SAPA, this must be communicated to the Information Officer in writing.

20 CONFIDENTIALITY OF COMMUNICATIONS

20.1 Any communication sent through the Website is not confidential and is not protected by privilege.

20.2 The User acknowledges that SAPA is unable to preserve the confidentiality of communications sent, stored and/or uploaded on or through the Website.

21 LINKS

21.1 Links from the Website to any other website are provided for convenience only, and do not imply affiliation with or endorsement by SAPA of the other website(s) concerned.

21.2 Any dealings that the User may have with linked websites, including through advertisements found on the Website, are solely between the User and the third-party website and the User waives any claims that the User might have against SAPA in respect thereof.

21.3 SAPA does not assume any responsibility for the protection and privacy of any information which the User has provided while visiting such third-party websites. The User should exercise caution when accessing such third-party websites.

21.4 The User may not create a link to the Website from a third-party website or document without SAPA's prior written consent.

22 SECURITY OF THE WEBSITE

- 22.1 The internet is not a secure medium. Nonetheless, SAPA is committed to ensuring that the User's material and information is as secure as can be.
- 22.2 SAPA has put in place reasonable physical, electronic and procedural safeguards to secure material and information against loss, misuse, damage or modification and unauthorised access or disclosure. In the event that third parties are used to provide related services involving material and information which the User supplies through the Website, SAPA requires such third parties to meet appropriate and reasonable security standards.
- 22.3 Whilst SAPA has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the User's system or device.
- 22.4 SAPA does not warrant that the Website, information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality.
- 22.5 In order to ensure the security and reliable operation of the Website, SAPA hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 22.6 The User may not utilise the Website in any manner which may compromise the security of SAPA's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any User, person or entity which does so, or attempts to do so, shall be held criminally liable. Furthermore, should SAPA suffer any damage or loss, civil damages shall be claimed by SAPA against that person or entity.
- 22.7 If the User commits any of the offences detailed in the Electronic Communications and Transactions Act No. 25 of 2002, the User shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by SAPA as well as its affiliates and agents.

23 LIMITATION OF LIABILITY

- 23.1 The User agrees that all information provided on the Website is provided "as is" and that SAPA shall not be liable for any losses or damages that may arise from the User's reliance on it, howsoever these may arise.

- 23.2 SAPA does not assume any responsibility for the content or operation of external websites that link to the Website or which are linked from the Website and does not accept any liability, whatsoever occurring and howsoever arising, and is hereby indemnified by the User, in respect of the content or operation of any such external websites.
- 23.3 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The User bears all risk of transmitting information in this manner. Under no circumstances shall SAPA be liable for any loss, harm, or damage suffered by the User as a result thereof. SAPA reserves the right to request independent verification of any information transmitted via e-mail and the User consents to such verification should SAPA deem it necessary.
- 23.4 To the extent permissible by law, neither SAPA, its Members, Employees, affiliates, directors, shareholders, agents or consultants shall be liable and the User indemnifies SAPA its Members, Employees, affiliates, directors, shareholders, agents and consultants for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the User's use of the Website, the User's reliance upon information and content contained on the Website, the inability to access or use the content of the Website or any functionality thereof, the unavailability, interruption and/or malfunctioning of the Website, the information contained on the Website, and/or as a direct or indirect result of the User's failure to comply with any of the terms or any other requirements of this Privacy Policy.

24 COMPLIANCE WITH LAWS

By the User's access and use of the Website, the User warrants that the User complies with all applicable laws, statutes, ordinances and regulations pertaining to the User's use of and access to the Website.

SECTION C – PAIA MANUAL

25 BACKGROUND

- 25.1 The main business of SAPA is to promote the competitiveness of the South African poultry industry.
- 25.2 PAIA provides for the right of access to information held by another person which is required for the exercise or protection of any rights.

25.3 This PAIA Manual has been prepared in accordance with section 51 of PAIA in order to provide for the manner and procedure in which records held by SAPA can be requested.

26 RIGHT TO ACCESS RECORDS OF PRIVATE BODY

In terms of PAIA, a person requesting records of a private body must be granted such access if:

- 26.1 the record is required for the exercise or protection of any rights;
- 26.2 the requesting person complies with the procedural requirements of PAIA; and
- 26.3 access is not refused in terms of a ground for refusal contained in PAIA.

27 RECORDS HELD IN TERMS OF LEGISLATION

SAPA is required to hold records in terms of, amongst others, the following legislation:

- 27.1 Animal Health Act No. 7 of 2002;
- 27.2 Animal Improvement Act No. 62 of 1998;
- 27.3 Agricultural Product Standards Act No. 119 of 1990;
- 27.4 Basic Conditions of Employment Act No. 75 of 1997;
- 27.5 Broad-based Black Economic Empowerment Act No. 53 of 2003;
- 27.6 Compensation for Occupational Injuries and Diseases Act No. 130 of 1993;
- 27.7 Consumer Protection Act No. 68 of 2008;
- 27.8 Currency and Exchanges Act No. 9 of 1933;
- 27.9 Electronic Communications and Transactions Act No. 25 of 2002;
- 27.10 Employment Equity Act No. 55 of 1998;
- 27.11 Income Tax Act No. 58 of 1962;
- 27.12 International Trade Administration Act No. 71 of 2002;
- 27.13 Labour Relations Act No. 66 of 1995;
- 27.14 Marketing of Agricultural Products Act No. 47 of 1996;
- 27.15 Occupational Health and Safety Act No. 85 of 1993;

- 27.16 Protection of Personal Information Act No. 4 of 2013;
- 27.17 Regulation of Interception of Communications Act No. 70 of 2002;
- 27.18 Skills Development Act No. 97 of 1998;
- 27.19 Skills Development Levies Act No. 9 of 1999;
- 27.20 Unemployment Insurance Act No. 63 of 2001;
- 27.21 Unemployment Insurance Contributions Act No. 4 of 2002; and
- 27.22 Value Added Tax Act No. 89 of 1991.

28 SUBJECTS AND CATEGORIES OF RECORDS HELD BY SAPA

28.1 The inclusion of any category of information of records must not be taken to mean that the said records will be made available to such person requesting access without following the necessary procedure set out in this PAIA Manual and PAIA.

28.2 The following records are held by SAPA:

28.2.1 Body corporate records:

- 28.2.1.1 constitution of SAPA;
- 28.2.1.2 rules adopted in terms of the constitution of SAPA;
- 28.2.1.3 codes of practice of SAPA;
- 28.2.1.4 details of the honorary president of SAPA;
- 28.2.1.5 details of the secretariat of SAPA;
- 28.2.1.6 details of the SAPA board;
- 28.2.1.7 details of the SAPA board management committee;
- 28.2.1.8 details of the Broiler board appointed by the Broiler Organisation;
- 28.2.1.9 details of the Broiler board management committee;
- 28.2.1.10 details of the Egg board appointed by the Egg Organisation;
- 28.2.1.11 details of the Egg board management committee;
- 28.2.1.12 details of the executive committee;

- 28.2.1.13 details of the transformation committee;
- 28.2.1.14 details of the breed society committee;
- 28.2.1.15 details of any other sub-committees;
- 28.2.1.16 details of the chairpersons;
- 28.2.1.17 proposals for the agenda for the annual general meeting;
- 28.2.1.18 requests by members for special meetings;
- 28.2.1.19 notices of meetings;
- 28.2.1.20 details of proxies;
- 28.2.1.21 minutes of meetings;
- 28.2.1.22 results of voting;
- 28.2.1.23 resolutions;
- 28.2.1.24 details of member appeals; and
- 28.2.1.25 details of the headquarters of SAPA,

28.2.2 Membership Information:

- 28.2.2.1 information regarding ordinary members;
- 28.2.2.2 information regarding honorary life members;
- 28.2.2.3 information regarding allied members; and
- 28.2.2.4 information regarding cull trader members,

28.2.3 Financial Records:

- 28.2.3.1 annual financial statements;
- 28.2.3.2 accounting records;
- 28.2.3.3 asset register;
- 28.2.3.4 bank and related records;
- 28.2.3.5 income and expense vouchers;
- 28.2.3.6 financial year;

- 28.2.3.7 auditors;
- 28.2.3.8 membership fees, donations, commissions and/or royalties paid or payable to SAPA; and
- 28.2.3.9 details of additional funding raised by SAPA,
- 28.2.4 Trading records:
- 28.2.4.1 trademarks;
- 28.2.4.2 copyright;
- 28.2.4.3 licences;
- 28.2.4.4 permits;
- 28.2.4.5 insurance records;
- 28.2.4.6 policies;
- 28.2.4.7 forms;
- 28.2.4.8 funding agreements and/or facilities;
- 28.2.4.9 other agreements;
- 28.2.4.10 litigation documents;
- 28.2.4.11 annual reports on the activities, statistics and finances of SAPA;
- 28.2.4.12 communications with national and provisional government agencies by the Broiler Organisation and/or Egg Organisation;
- 28.2.4.13 details of training programmes for producers provided by the Broiler Organisation and/or Egg Organisation;
- 28.2.4.14 details of seminars and courses provided by the Broiler Organisation and/or Egg Organisation;
- 28.2.4.15 literature, journals, pamphlets and circulars published by the Broiler Organisation and/or Egg Organisation;
- 28.2.4.16 market intelligence collated by the Broiler Organisation and/or Egg Organisation;
- 28.2.4.17 details of awards granted; and

- 28.2.4.18 originals and copies of the South African Poultry Association's Poultry Bulletin;
- 28.2.4.19 information on research and intellectual property of SAPA and third parties,
- 28.2.5 *Taxation Records:*
 - 28.2.5.1 pay-as-you-earn records;
 - 28.2.5.2 documents issued to employees for income tax purposes;
 - 28.2.5.3 records of payments made to the South African Revenue Service on behalf of employees;
 - 28.2.5.4 annual tax return records;
 - 28.2.5.5 value-added-tax records;
 - 28.2.5.6 skills development levies records; and
 - 28.2.5.7 unemployment insurance fund records,
- 28.2.6 *Personnel Documents and Records:*
 - 28.2.6.1 *curriculum vitae*;
 - 28.2.6.2 disciplinary records;
 - 28.2.6.3 employment contracts;
 - 28.2.6.4 leave records;
 - 28.2.6.5 remuneration records and policies;
 - 28.2.6.6 training manuals;
 - 28.2.6.7 training records;
 - 28.2.6.8 workmen's compensation records; and
 - 28.2.6.9 pension fund records.

29 REQUEST FOR RECORDS

- 29.1 All requests for records from SAPA must comply with this PAIA Manual and the requirements as set out in PAIA. The request for records must be in the form prescribed by the PAIA regulations.

- 29.2 A requester must identify the right that they are seeking to exercise or protect and provide a detailed explanation of why the requested record is required for the exercise or protection of that right.
- 29.3 A request for records in terms of PAIA must be made formally by way of email or by hand and in the prescribed format.
- 29.4 Requests for records must be directed to the Information Officer who shall consider the request and may provide a decision within 30 (thirty) days of having received the request or having received the prescribed particulars in terms of section 53(2) of PAIA.
- 29.5 A request for information may be refused by SAPA if it does not comply with the requirements of this PAIA Manual, the provisions of PAIA or if SAPA believes that there is a valid ground for objection in terms of PAIA.
- 29.6 The person requesting the information must provide SAPA with sufficient information for the Information Officer to identify the record and the person requesting the record.
- 29.7 The person requesting information must indicate the type of access required and their contact details including email address, telephone number and postal address.
- 29.8 Should the requesting person prefer a certain means of communication, such means of communication must be included in the request for information.
- 29.9 Should a request for records be made on behalf of a third party, authority to do so must be provided to the Information Officer.

30 GRANTING OF REQUEST FOR INFORMATION

- 30.1 Should a request be granted, SAPA shall provide the requesting person with the following information:
- 30.1.1 the access fee payable by the requesting person;
- 30.1.2 the type of access which will be granted; and
- 30.1.3 notice that the requesting person may approach a competent court to dispute the access fee or the type of access to be granted.
- 30.2 Once a request has been granted, the records shall be made available to the requesting person once the relevant fee has been paid.

31 DENIAL OF REQUEST FOR INFORMATION

- 31.1 A request for access to information may be refused in the following circumstances:

- 31.1.1 protecting personal information in terms of POPI that SAPA holds regarding a third party from unreasonable disclosure;
- 31.1.2 protecting commercial information that SAPA holds regarding a third party which may harm the commercial or financial interests of such third party;
- 31.1.3 if the disclosure would result in a breach of a duty of confidence owed to a third party;
- 31.1.4 if the disclosure would result in a breach of legislative duties and obligations imposed on SAPA;
- 31.1.5 if the disclosure would jeopardise the safety or life of a natural person;
- 31.1.6 if disclosure would prejudice or impair the security of property or means of transport of a person;
- 31.1.7 if disclosure would prejudice or impair the protection of a person who is subject to a witness protection scheme;
- 31.1.8 if disclosure would prejudice or impair the protection of the safety of the public;
- 31.1.9 if disclosure may harm the operational, commercial or financial interests of the Members;
- 31.1.10 the record is privileged from production in legal proceedings unless privilege in relation to such record has been waived;
- 31.1.11 if the record is a computer programme;
- 31.1.12 disclosure of the record will put SAPA at a disadvantage in contractual or other negotiations or prejudice SAPA in commercial competition;
- 31.1.13 disclosure of the record would harm the operational, commercial or financial interests of SAPA; and
- 31.1.14 records containing information about research being carried out or about to be carried out which is related to SAPA, its Members and/or the South African poultry industry and which have not been made public by SAPA.
- 31.2 Should a request be refused, SAPA shall provide the requesting person with the following information:
 - 31.2.1 reasons for the refusal including reference to the relevant sections of PAIA; and

- 31.2.2 notice that the requesting person may lodge an application with a competent court against the refusal and against the procedure including the period for lodging the application.

32 FEES

- 32.1 A non-refundable request fee is payable to SAPA upon the submission of the request.
- 32.2 A requesting party who has made a request for access to records and such request has been granted must pay an access fee to SAPA for the search and preparation of the records and any time reasonably required which exceeds the prescribed hours for searching and preparation arrangements.
- 32.3 The prescribed forms and fees are available on the website of the Department of Justice and Constitutional Development.

33 REQUEST FOR RECORDS CONTAINING THIRD PARTY INFORMATION

- 33.1 Should records be requested that contain information pertaining to a third party, SAPA is obliged to attempt to contact the third party to inform it of the request and to provide it with the opportunity to respond to the request by consenting or providing reasons why the access should be refused.
- 33.2 Should the third party provide reasons for the support of or against providing access, the Information Officer will consider such reasons in determining whether access should be granted.
- 33.3 The requesting party may appeal the decision of the Information Officer to a competent court in the Republic of South Africa in accordance with PAIA.

34 RECORDS THAT CANNOT BE FOUND OR DO NOT EXIST

- 34.1 Should all reasonable steps be taken by SAPA to find a requested record and there are reasonable grounds to believe that the record:
- 34.1.1 is in SAPA's possession but cannot be found; or
- 34.1.2 does not exist,
- then the Information Officer shall notify the requesting party that it is not possible to provide the requesting party access to such record.
- 34.2 The communication contemplated in **clause 34.1** shall set out the steps taken and correspondence exchanged relating thereto by SAPA to find the requested record or to determine whether the record exists.

34.3 A notice in terms of **clause 34.1** shall constitute a refusal by SAPA.

34.4 Should the record be found after a notice in terms of **clause 34.1** is sent to the requesting party, SAPA shall provide the requesting party access to the record, unless refused in terms of a ground for refusal by the Information Officer.

35 DETAILS OF INFORMATION OFFICER AND HEAD OFFICE

35.1	Information Officer:	Name:	Christopher Mason
		Telephone Number:	011 795 9920
		Email:	christopher@sapoultry.co.za
35.2	Deputy Information Officer:	Name:	Abongile Balarane
		Telephone Number:	011 795 9920
		Email	abo@sapoultry.co.za
35.3	SAPA Head Office:	Physical Address:	Wild Fig Business Park
			1494 Cranberry Street
			Honeydew Extension 19
			South Africa
		Postal Address:	PO Box 1202
			Honeydew
	2040		
	Telephone number:	014 596 5090	
	Email:	reception@sapoultry.co.za	

36 AVAILABILITY OF THIS DOCUMENT

This document is available for inspection by the general public at the physical address of SAPA, should SAPA have received 7 (seven) days prior written notice of the intended inspection, and is also available on SAPA's website which can be accessed at: <https://www.sapoultry.co.za>.

37 DOCUMENT AMENDMENTS

37.1 This document shall be reviewed annually by SAPA.

37.2 Notwithstanding **clause 37.1**, SAPA may amend this document as and when required.

38 GUIDE TO PAIA COMPILED BY THE HUMAN RIGHTS COMMISSION

38.1 In terms of PAIA, the Human Rights Commission is required to compile a guide to assist persons who wish to exercise any rights in terms of PAIA ("**Guide**").

38.2 The Guide is available on the following website address:
<https://www.sahrc.org.za/home/21/files/Section%2010%20guide%202014.pdf>.

38.3 Alternatively, the Human Rights Commission may be contacted for provision of the Guide at:

38.3.1 Physical address: Forum 3, Braampark Office Park, 33 Hoofd
Street, Braamfontein

38.3.2 Postal address: Private Bag 2700, Houghton, 2041

38.3.3 Telephone: 011 877 3600

38.3.4 Email: info@sahrc.org.za

38.3.5 Website: www.sahrc.org.za

39 INTERPRETATION

39.1 In this document, unless the context requires otherwise:

39.1.1 words importing any one gender shall include the other gender;

39.1.2 the singular shall include the plural and *vice versa*; and

39.1.3 a reference to natural persons shall include created entities (corporate or unincorporated) and *vice versa*.

39.2 In this document, the headings have been inserted for convenience only and shall not be used to assist or affect its interpretation.

39.3 Any reference in this document to an enactment is to that enactment as amended or re-enacted from time to time.

- 39.4 Where a clause reference is referred to in this document and followed by the heading of the clause so referred, if there is any conflict between the two, the word reference to the heading shall prevail.
- 39.5 Words and/or expressions defined in any clause in the body of this document shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout this document.
- 39.6 Whenever a provision is followed by the word “including” followed by specific examples, such examples shall not be construed to limit the ambit of the provision concerned.