



MPUMALANGA
INTERNATIONAL
FOOD MARKET

MARKET RULES

(version 1)

Arrangement Of The Rules

No.	Item
1.	Definitions
2.	Gender
3.	Conduct and control
4.	Market days and hours
5.	Commencement and closing of sales
6.	Risk of profit and loss
7.	Control and risk of an agricultural product
8.	Packing, stacking and display of an agricultural product
9.	Cold storage and ripening
10.	Storage
11.	Abandoned agricultural product
12.	Agricultural products unfit for human consumption
13.	Market agents and their employees
14.	Market Agents and transformational matters
15.	Automatic lapse of a market agent's license
16.	Salespersons
17.	Lapse and withdrawal of a sales permit
18.	Market agents and floor sales
19.	Protective and corporate clothing
20.	Market agent's branding
21.	Floor sales and the official sales system
22.	Payment
23.	Commission on sales
24.	Collection and removal of an agricultural product



MPUMALANGA
INTERNATIONAL
FOOD MARKET

No.	Item
25.	Default of buyer
26.	Dispute between buyer and market agent
27.	Obligations of a market agent
28.	Porters
29.	Barrows
30.	Withdrawal of a porter's permit
31.	Liability of porters
32.	Private barrows, trolleys and pallet trolleys
33.	Vehicles, motorcycles and pedal cycles
34.	Market rules and regulations
35.	Retailers and informal traders
36.	Issuance of Compliance Notices
37.	Powers of the CEO
38.	Fees
39.	Appeals and appeals procedures
40.	Indemnification from liability
41.	Removal and impoundment
42.	Prohibitions
43.	Change of Control
44.	Amendment
45.	Approval



MPUMALANGA
INTERNATIONAL
FOOD MARKET

1. DEFINITIONS

In this document, unless the context otherwise indicates, the following words will have the meanings as indicated below:

"Act" means the Agricultural Produce Agents Act, 1992 (Act 12 of 1992) as amended by the *Agricultural Produce Agents Amendment Act, 2003* (Act 47 of 2003); the Rules in Respect of Fresh Produce Agents and the Rules in Respect of Export Agents as published from time to time in the Government Gazette;

"Agricultural product" means an article specified in Part A or B of Schedule 1 or any article added thereto in terms of *section 12* of the Act, or any article which in general appearance, presentation and intended use corresponds to an article referred to in Part A or B of Schedule 1 to the Act;

"bank" means a public company registered as a bank in terms of the *Banks Act, 1990* (Act 94 of 1990);

"buyer" means any person who purchases an agricultural product at the market;

"Buyer's card" means any official device issued to a buyer for which a fee may be determined and charged, that *enables* the holder thereof to transact on the market floor on a daily basis;

"CEO" means the person appointed by the Mpumalanga International Foodmarket (MIF) to act as its Chief *Executive* Officer and any person lawfully acting in that capacity and any employee of MIF authorised by that Officer in writing to act on his/her behalf.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

“Change of Control” means, in relation to a Market agent:

- (a) the direct or indirect acquisition, disposal or other transfer of shareholding that results in any person, or persons acting in concert, holding, or increasing their holding of, issued shares, or of the voting rights attaching to such shares, of that Market Agent, whether by way of a single transaction or a series of related or unrelated transactions;
- (b) any change in the ability of a person, whether alone or together with any associate, to control, directly or indirectly, the composition of the board of directors of the Market Agent, or otherwise to direct or determine its policies or management, whether through Shareholding, voting rights, contractual arrangement, or otherwise; or
- (c) a change in the identity of the person(s) who ultimately, directly or indirectly, hold Control of a holding company, controlling shareholder or associate of the Market Agent, where that change has the effect of altering, directly or indirectly, the identity of the person(s) in Control of the Market Agent;

“Code of conduct” means the policy document as published from time to time by the CEO containing the norms and values regulating the conduct of sales personnel at the market;

"consigner" means the person who, at the time of its delivery to the market agent, carried the risk of profit or loss of an agricultural / food product;

"consignment" means any quantity of produce consisting of distinct units of the same kind of produce or food product *simultaneously* entrusted to the CEO or a market agent for sale on behalf of any person;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

"Constitution" means the *Constitution of the Republic of South Africa*, 108 of 1996;

"container" means *any* box, tray, crate, bag, package; or other receptacle;

"Control" has the meaning ascribed to the term in the section 2 of the Companies Act, 2008, as amended, save that, for the purposes of these Market Rules, a person is regarded as in Control of a Market Agent if that person holds, directly or indirectly, 30% (thirty percent) or more of the issued shares or voting rights attached to such shares of that Market Agent;

"Designated area" *means* the control point as determined by the CEO from time to time where the consigner will declare an agricultural product for delivery at the Mpumalanga International FoodMarket;

"fee" means a *fee*, charge or tariff levied by the MIF in respect of a function or service;

"Fidelity fund certificate" *means* a fidelity fund certificate issued in terms of section 16 of the Act;

"Floor sale" means a *sale* concluded on the market floor between a market agent and any third party through the official market sales system;

"trader/retailer" means a person other than a market agent in respect of whom a service level agreement or any other *agreement* exists with the MIF for such person to conduct a business on the market premises whereby a market product is sold to consumers;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

"Market administration" means the duly appointed management team responsible for the management of the market on behalf of the MIF;

"market agent" means a fresh produce agent (as defined in Section 1 of the Act) who, for the acquisition of gain on his or her own account or in a partnership, in any manner holds himself or herself out as a person who either *directly* or indirectly advertises that he or she, on the instructions of or on behalf of any other person, purchases or sells agricultural produce or negotiates in connection therewith or canvasses or undertakes or offers to canvass a purchaser or seller therefor and who is permitted by the MIF to operate at the market;

"Market agent's license/permit" means a market agent's licence/permit issued in terms of these Rules, allowing such a person to conduct business on the market floor;

"Market floor" means the *floor* area of a market hall situated on the market premises and reserved exclusively for trading by market agents;

"Market hall" means an area on the market premises allocated for the purpose of displaying and selling an agricultural product;

"Market premises" means the immovable property situated at Off R37, Lydenburg Road, Mbombela and includes any other property or premises designated by the MIF for the purpose of conducting the business of food trade or any other business or businesses incidental thereto;

"Market product" means –

- (a) regarding market agents, an agricultural product; and



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (b) regarding other traders, an agricultural product and any article or item approved in writing by the CEO, which article or item is to be offered for sale on the market premises;

"Market sale" *means* any sale which takes place on the market, or which is otherwise authorized by the CEO;

"Official market sales system" means the sales or trading system provided by market administration to facilitate sales transactions between market agents and buyers, and includes any reference to a virtual trading system;

"Offloading area" means any area that is designated for the offloading of an agricultural product as determined by the CEO *from* time to time;

"Operational unit" *means* a mechanical vehicle or device powered by electricity, solar energy, battery, gas or fuel, and includes –

- (a) a forklift;
- (b) a cleaning or washer unit or device;
- (c) a maintenance unit or device;
- (d) a self-propelled specialized unit;
- (e) visitors' trolleys;
- (f) porters' trolleys;
- (g) or any other unit in use for operational purposes at the market and approved in writing by the CEO;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

"person" means a natural person, a trust and includes any legal entity recognised by law (juristic person);

"porter" means a self-employed person who is hired to convey an agricultural product at the market;

"porter's permit" means a permit issued by the CEO in terms of these Rules;

"sales docket" means documentary proof of a sale issued in terms of these Rules;

"sales permit" means a *permit* issued in terms of these Rules;

"Salesperson or sales agent" means an individual employed by a market agent who is the holder of a sales permit issued by the CEO and who is the holder of a fidelity fund certificate (sales licence) issued by the Agricultural *Produce* Agent's Council in terms of the Act, and who trades on the market floor;

"sell" means sell as defined in section 1 of the Marketing Act, 1937 (Act 26 of 1937), as amended;

"Selling price" means the amount for which any article or produce has been sold to a buyer;

"Service level agreement" means an agreement or contract between two or more parties, where a service is provided according to a set *standard*;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

"**unit**" means the quantity of *any* produce which forms the basis, upon which the prices of such produce are calculated,

"**vehicle**" means any mechanical drivable unit or device, including but not limited to a pedal cycle, developed for the *transportation* of people and/or goods, and includes any other unit or device in use for operational purposes at the market and approved in writing by the CEO but excludes an operational unit;

"**Virtual trading system**" means any sales transaction concluded by a market agent and which is captured on the electronic sales system where the agricultural produce which forms part of the subject matter of such sales transaction have not been brought onto the market floor;

2. GENDER

Any reference in these Rules to one gender includes the opposite gender and any other legal person recognized by law.

3. CONDUCT AND CONTROL

The conduct of the market shall be under the control of the CEO in accordance with all relevant laws and resolutions of the MIF, and persons at the market shall obey his lawful instructions and all such relevant laws and resolutions, including the provisions of these Rules.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

4. MARKET DAYS AND HOURS

- (1) The market and market agents must be open for business on the days and during the hours determined by the CEO.
- (2) Trading Hours for the commission trading floor are from 5h00 to 11h00 Mondays to Saturdays. On Sundays and Public holidays, the market trading floors will be closed. These hours must strictly be adhered to.
- (3) Delivery times for trucks/vehicles (bringing consignments to market agents) are from 2pm to 4am on Sundays to Fridays, and these hours must strictly be adhered to.

5. COMMENCEMENT AND CLOSING OF SALES

Sales shall commence and close at such times as may be determined by the CEO, and no sales shall be held at any other time.

6. RISK OF THE PROFIT AND LOSS

The risk of profit and loss of an agricultural product brought onto the market premises shall always, until such agricultural product has been sold, remain with the consigner. Nothing stated in these Rules shall be so interpreted as to absolve a market agent from fulfilling his/her obligations under these Rules, provided that the MIF is authorised to allow any claim arising from the negligent conduct of any of its employees.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

7. CONTROL AND RISK OF AN AGRICULTURAL PRODUCT

- (1) Any agricultural product brought onto the market premises for delivery to a market agent must, before it is brought onto the market floor, be registered with –
 - (a) the market administration in the manner and format required by the CEO; and
 - (b) the market agent to whom the agricultural product is consigned in the manner prescribed in subparagraph (4) below.
- (2) An agricultural product that is brought onto the market premises and is not for sale on the market floor must be declared and registered as such in accordance with subsection (1), failing which the market administration may refuse the agricultural product and prohibit it from being brought onto the market premises.
- (3) Simultaneously with the registration referred to in subsection (1), further particulars of the agricultural product delivered by a consigner must be provided at the designated area as required from time to time by the market administration.
- (4) When an agricultural product is consigned to a market agent, the market agent must –
 - (a) upon delivery of the agricultural product to him/her, supply the market administration with written acknowledgement of receipt of the agricultural product, specifying the date and time of delivery;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (b) allocate a consignment number, prepared in accordance with the information required in subsection (3), and submit the details to the market administration;
 - (c) immediately make all the necessary arrangements to offload and place the agricultural product in the space or enclosure provided to him for the agricultural product; and
 - (d) accept accountability to the consigner for the quantity of the agricultural product specified in the Act and necessary documentation.
- (5) If any person fails or refuses to comply with the provisions of subsection (1) or subsection (3), the CEO may refuse the agricultural product and prohibit it from being brought onto the market premises.
- (6) The provisions of subsections (3) and (4) do not apply to the agricultural product referred to in subsection (2) of section 7.

8. PACKAGING, STACKING AND DISPLAY OF AN AGRICULTURAL PRODUCT

- (1) A market agent must, to the satisfaction of the market administration –
- (a) always keep the premises allocated to him/her in the market neat, clean and hygienic;
 - (b) conspicuously display, place and stack all agricultural products received by him/her, other than those stored in the cold storage facilities referred to in section 9, on the market floor in such a manner that an orderly appearance and healthy and safe environment are created;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (c) at the daily closing of sales, display and restack all unsold agricultural products in the manner referred to in paragraph (b) above;
 - (d) ensure proper adherence to the code of conduct for a salesperson and housekeeping standards as determined by the CEO from time to time.
- (2) A market agent must comply with all legislation and regulations governing the packing, grading, and marking of produce displayed on his floor.
- (3) The CEO or his designated representative may at any time inspect the premises allocated to a market agent to ensure that the provisions of these Rules are being complied with. If any such premises is dirty or unhygienic, the CEO may take corrective steps to clean such premises and any person who fails to comply with such an instruction, shall be guilty of misconduct or non-compliance.

9. COLD STORAGE AND RIPENING

- (1) The MIF market administration may–
 - (a) establish, equip and operate cold storage facilities and ripening chambers on the market premises;
 - (b) levy fees, as determined from time to time, for the use of the cold storage facilities and ripening chambers.
- (2) Any person who makes use of any cold storage facility or ripening chamber referred to in subsection (1) or any other facility of the MIF, does so at his own risk, and the MIF is not liable for any loss or damage, whether direct or indirect, suffered by the



MPUMALANGA
INTERNATIONAL
FOOD MARKET

person, provided that the CEO is authorized to acknowledge at his discretion any insurance claim in terms of section 6 in respect of such loss or damage if the loss or damage is caused by –

- (a) any interruption or failure of the supply of electricity; or
- (b) any interruption or failure of machinery or equipment; or
- (c) any unlawful, negligent or malicious act or omission of an employee of the MIF in the execution of his duties.

10. STORAGE

- (1) No person may, without the prior written approval of the CEO, store or leave any agricultural product, article, item or thing of whatever nature on the market premises.
- (2) No person may, without prior written approval of the CEO, store any agricultural product, article, item or thing of whatever nature in the storage or other facilities provided by the MIF on the market premises.
- (3) Any person who fails to comply with the provisions of subsection (1) and (2) is, notwithstanding any other provisions of these Rules, liable to the MIF for payment of the storage fees determined from time to time.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

11. ABANDONED AGRICULTURAL PRODUCT

- (1) If the CEO, on reasonable grounds, suspects that any agricultural product left on the market premises has been abandoned, he may direct that the agricultural product be –
 - (a) sold through the official sales system if it is sound and fit for human consumption or use; or
 - (b) removed and destroyed if it is unsound and unfit for human consumption or use.

- (2) If an abandoned agricultural product –
 - (a) is sold, the MIF will pay the proceeds of the sale, less the applicable fees, to the person who is entitled to the proceeds, if he can prove such entitlement to the satisfaction of the CEO.
 - (b) is removed and destroyed; the MIF will recover the fee, from the person who abandoned the agricultural product, if his identity is known;
 - (c) is sold and the identity of the person entitled to the proceeds is not known, the proceeds will be paid into the trust account of the market agent who was in control of the agricultural product immediately before it was abandoned or, if it cannot be established with certainty which market agent exercised control over the agricultural product before it was abandoned, the proceeds will be paid into the separate account of the market referred to in Section 19(8)(b) of the Act.



12. AGRICULTURAL PRODUCTS UNFIT FOR HUMAN CONSUMPTION

- (1) If the MIF on reasonable grounds believes that –
 - (a) any agricultural product offered for sale on the market floor is diseased or unfit for human consumption, he shall immediately withdraw and destroy the agricultural product;
 - (b) a container is likely to contaminate the agricultural product, if any, in it, or any other agricultural product, he shall immediately withdraw and destroy the container and the agricultural product.

- (2) Any person in the market to whom market administration has allocated a refuse receptacle shall be responsible for its safekeeping, cleanliness and for any damage thereto, and shall be responsible for depositing the contents thereof in the bulk refuse receptacles provided by market administration.

13. MARKET AGENTS AND THEIR EMPLOYEES

- (1) No person may do business as a market agent at the market unless he is the holder of the following:
 - (a) a fidelity fund certificate;
 - (b) a market agent's license/permit;
 - (c) a valid service level agreement with market administration.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (2) An application for a market agent's license must be made on the appropriate form available at the market administration offices situated on the market premises, which form must –
- (a) be accompanied by applicable particulars and documents requested on the form; and
 - (b) be sent electronically, by post or delivered to market administration at the address indicated on the form.
- (3) A market agent's license/permit may be issued by the CEO to an applicant if –
- (a) in the opinion and assessment of the CEO, there is sufficient space available on the market floor to accommodate the applicant's business;
 - (b) the applicant has satisfied the CEO that he is fit, competent and the proper person to conduct the business of a market agent and has complied with the provisions of the Act and all other legislation applicable to market agents; and
 - (c) the applicant has furnished the MIF, within the period determined by the CEO, with security/deposit to the satisfaction of the CEO for an amount determined by the CEO in order to make provision for payment by the applicant of any costs, fees or deposits of whatever nature, that may become payable to the MIF.
- (4) If the CEO is of the opinion that an applicant does not comply with any one or more of the provisions of subsection (3), he will refuse/decline the issuing of a market agent's license/permit to the applicant and will notify the applicant in writing of the refusal as well as the reason/s for such refusal.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (5) The CEO may withdraw the market agent's license/permit if –
- (a) his fidelity fund certificate has lapsed, been withdrawn or suspended in terms of section 16 of the Act;
 - (b) in the case of the market agent being a company, close corporation or partnership, a change occurred in the shareholding of the company or the membership of the close corporation or the partners of the partnership without the market agent having obtained the CEO's prior written approval for the change;
 - (c) the market agent enters into a business relationship or obtains a business interest that, either directly or indirectly, could harm, prejudice, impair or compromise the interests of the market; or
 - (d) breach of the Rules in Respect of Fresh Produce Agents / Rules in Respect of Export Agents as defined in the Act and any one or more of the provisions of section 27 are not complied with;
 - (e) the conduct of a market agent ensues that the agency is not a fit, competent, proper and suitably qualified entity to do business as a market agent at the MIF.
 - (f) the CEO decides to withdraw or suspend the market agent's license, in which case he will notify the market agent in writing with reasons of his decision. A market agent whose market agent's license has been withdrawn or suspended:
 - (i) can lodge an internal appeal as prescribed in section 39 of these Rules;
 - (ii) must cease to do business as a market agent immediately in the absence of an appeal as contemplated in (i).



- (6) A market agent and his personnel render their services at their risk, and the MIF is not liable to the market agent and his personnel for any loss or damage, whether to person or property, resulting from their services.

14. MARKET AGENTS AND TRANSFORMATIONAL MATTERS

- (1) Market agents must ensure compliance to the *Broad-Based Black Economic Empowerment Act, 2003* (Act 53 of 2003) through facilitating:
 - (a) the promotion of economic transformation and investment in their market agent business to enable meaningful participation of Black People in the economy;
 - (b) the substantial change in the racial composition of ownership and management of their market agent business structures;
 - (c) the increase of the extent to which black women, professionals and workers own and partake in market agent's business and agricultural activities;
 - (d) the empowerment to ensure training and skills transfer in the market agent business.
- (2) Market agents must ensure compliance to the AgriBEE Sector Code published under GN 1065 in Government Gazette 36035, Vol. 570 Of 12 December 2012, as amended through facilitating Broad-based Black Economic Empowerment in the agricultural Sector by implementing initiatives to include Black People at all levels of agricultural activity by:



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (a) supporting equitable access and participation of Black People in the entire agricultural value chain;
 - (b) Unlocking the full entrepreneurial skills and potential of Black People in the market agent business;
 - (c) the improvement of working conditions of previously disadvantaged workers.
- (3) Market agents must report to the CEO annually as to the progress made in respect of (1) and (2) above, and in the format as directed by the CEO from time to time.

15. AUTOMATIC LAPSE OF A MARKET AGENT'S LICENSE

A market agent's license is neither negotiable nor transferable and lapses automatically and is of no force and effect if –

- (1) the market agent was found guilty in terms of a disciplinary hearing conducted by the CEO or the Agricultural Produce Agents Council.
- (2) in the event of a market agent being a natural person, he has died or his estate has become insolvent;
- (3) the market agent is a company or a close corporation that is placed under provisional or final liquidation.

16. SALESPERSONS

- (1) No person will conduct business on the market floor unless he is the holder of a sales permit issued by the CEO and a license issued in terms of the Act.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (2) An application for a sales permit must be made by the market agent on behalf of the salesperson on the prescribed form available at the market administration offices situated on the market premises, which form must –
 - (a) be accompanied by applicable particulars and documents indicated on the form; and
 - (b) be sent electronically, by post or delivered to market administration at the address indicated on the form.

- (3) A sales permit may only be issued to an applicant if he has satisfied the CEO that he –
 - (a) is in the employ of a licensed market agent who is in possession of or sanctioned by a covering fidelity fund certificate to conduct business as such; and
 - (b) is a fit, competent, proper and suitably qualified person to do business as a salesperson on the market floor.

- (4) If the CEO is of the opinion that an applicant does not comply with any one or more of the provisions of subsection (3), he will refuse to issue a sales permit to the applicant and will notify the applicant in writing of his refusal and the reasons for it.

17. LAPSE AND WITHDRAWAL OF A SALES PERMIT

- (1) A sales permit is neither negotiable nor transferable. A sales permit lapse if –
 - (a) the salesperson ceases to be employed by the market agent in whose employment he was at the time when he was issued with a sales permit;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (b) the estate of the salesperson has been finally sequestrated;
 - (c) the fidelity fund certificate issued to the salesperson in terms of the Act, lapses, is withdrawn or is suspended; or
 - (d) if so, ordered at a hearing conducted by a disciplinary tribunal, committee or process.
- (2) The CEO will withdraw the sales permit if –
 - (a) any one or more of the provisions of section 16(3)(b) are not complied with;
 - (b) the salesperson contravenes any provision of section 27(a) to (f);
 - (c) the code of conduct as contemplated in the Act was contravened.
 - (d) If the salesperson is convicted of an offence specified in Section 34.
- (3) If the CEO decides to withdraw or suspend a sales permit, he will notify the salesperson in writing of his decision. A salesperson whose sales permit has been withdrawn or suspended:
 - (a) can lodge an internal appeal as prescribed in section 39;
 - (b) must immediately cease to do business as a salesperson subject to the provisions of Section 39(3)(c)

18. MARKET AGENTS AND FLOOR SALES

- (1) A market agent must conduct his business in accordance with the provisions, principles and rules made under the Act, the provisions of these Rules and any other policies, procedures and practices of the MIF which may from time to time



MPUMALANGA
INTERNATIONAL
FOOD MARKET

be amended and are contained in policies, standard operating procedures, letters and circulars of the market administration.

- (2) A market agent may be subjected to stock takes/audits at a time determined by the market administration or the Agricultural Produce Agents Council to ensure that stock levels are reliable and a true reflection of quantities consigned by producers.
- (3) A market agent will conduct his business –
 - (a) on the market floor, subject to the provisions of section 7(3) and (4); and
 - (b) on a commission basis only and he may not be involved in any direct sales.
- (4) In conducting his business, a market agent may only allow a salesperson registered with market administration and licensed in terms of the Act to sell on the market floor.

19. PROTECTIVE AND CORPORATE CLOTHING

- (1) A market agent must –
 - (a) subject to the provisions of the *Occupational Health and Safety Act*, 1993 (Act 85 of 1993), supply his employees with the necessary protective clothing; and
 - (b) ensure that the protective clothing complies with the relevant policy of the market administration.
- (2) The market agent will not allow any of his employees to work at the MIF unless the employee is wearing the protective clothing referred to in subsection (1).



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (3) The market agent will ensure that all his employees wear clearly identifiable corporate branded clothing such that a reasonable person can deduce that the employee is in the employ of the market agent concerned.
- (4) Personnel who do not comply with these provisions will not be allowed to carry out their duties on the sales floor.

20. MARKET AGENTS' BRANDING

A market agent must at his expense –

- (a) affix a signboard on the door of the offices occupied by him that bear the name of the market agent's business, which signboard must be approved in writing by the CEO;
- (b) maintain the signboard in good repair; and
- (c) display in the market hall the name of his business in a manner approved in writing by the CEO;
- (d) display any marketing material for the market agency or any other third party in a manner approved in writing by the CEO;
- (e) ensure that all employees can be easily identified by ensuring that employees wear clothing that clearly displays the name of his business.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

21. FLOOR SALES AND THE OFFICIAL SALES SYSTEM

- (1) The parties to a floor sale must be the buyer and the consigner of the market agent concerned; the MIF will not be a party to a floor sale or in any manner be held liable for the due fulfilment of the terms and conditions of the floor sale.
- (2) If an agricultural product on the market floor is sold –
 - (a) by weight, it must be the net weight of the agricultural product, and it is the responsibility of the market agent concerned to ensure that, before the agricultural product is offered for sale, the correct net weight of the agricultural product is displayed –
 - (i) on the agricultural product; and
 - (ii) on the container if the agricultural product is in a container.
 - (b) by sample, the bulk of the agricultural product must correspond in quality to the sample of the agricultural product exhibited, and the market agent concerned remains responsible for ensuring that any sample of the agricultural product exhibited corresponds in quality to that of the bulk of the agricultural product.
- (3) The CEO is entitled but not obliged –
 - (a) to take such measures as he may deem necessary to ensure that the provisions of this section or any other provisions of these Rules are complied with;
 - (b) to prohibit an agricultural product from being offered for sale if any of the provisions of these Rules are not complied with;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (c) to prohibit an agricultural product from being offered for sale if any of the provisions of any other relevant law(s) are not complied with.
- (4) An agricultural product on the market floor may only be sold to a buyer who holds a valid buyer's card issued by the market administration.
- (5) When conducting a floor sale, the buyer must immediately present his buyer's card to the market agent concerned, who must record the details of the sale in the manner determined by the CEO from time to time.
- (6) Where sales are subject to the *Consumer Protection Act, 2008* (Act 68 of 2008), the market agent must ensure compliance therewith.

22. PAYMENT

The buyer of any agricultural product must, immediately after the sale, pay the purchase price to the MIF in the manner prescribed by market administration.

23. COMMISSION ON SALES

- (1) The consigner is liable for payment to the MIF of the fee determined by the MIF (usually 5%) from time to time for every floor sale concluded on his behalf.
- (2) The MIF will deduct the fee referred to in subsection (1) from the proceeds of the purchase price for every floor sale and will, not later than two business days following the day on which the floor sale took place, pay the balance of the



MPUMALANGA
INTERNATIONAL
FOOD MARKET

proceeds of that floor sale to the market agent who was responsible for the floor sale.

24. COLLECTION AND REMOVAL OF AN AGRICULTURAL PRODUCT

- (1) Subject to the provisions of subsection (2) below, a buyer must immediately after the conclusion of the sale of an agricultural product, collect and remove or cause to be collected and removed all the agricultural products purchased by him, provided that the CEO may at his discretion grant the buyer an extension of time for the collection and removal of the agricultural product.
- (2) No buyer or his representative may remove any agricultural product from the market floor unless –
 - (a) he is in possession of the valid sales docket referred to in section 22(4) for the agricultural product; or
 - (b) permission has been granted by the General Manager for the removal of the agricultural product read together with Section 27(b) of these Rules.
 - (c) removal of agricultural product unfit for human consumption was sanctioned in terms of Section 12(1) of these Rules.

25. DEFAULT OF BUYER

- (1) If a buyer fails to present a buyer's card or to effect payment of the purchase price for the agricultural product purchased, the CEO may direct that the agricultural product be resold in a manner he may deem fit and expedient.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (2) A buyer contemplated in subsection (1) is liable to the MIF for payment of any loss of fees suffered by the MIF as a result of the resale of the agricultural product, and the CEO is entitled to suspend the buyer's card of the buyer until the payment has been recovered from the buyer.

26. DISPUTE BETWEEN BUYER AND MARKET AGENT

- (1) If there is a dispute of whatever nature about an agricultural product, its sale or disposal between a buyer and a market agent, either of the parties to the dispute may refer the dispute to the CEO who will facilitate or mediate the matter. The ruling of the CEO will be binding on all the parties concerned.
- (2) Any buyer who is not satisfied with the ruling may refer the matter to any other consumer regulatory authority or legal entity.

27. OBLIGATIONS OF A MARKET AGENTS

A market agent must fulfil the following obligations:

- (1) The market agent or any of his employees may not receive any cash or other form of payment from a buyer other than payments made at the offices of the market administration with sufficient documentary proof of such payment.
- (2) The market agent may not allow a buyer to remove any agricultural product purchased on the market floor unless the buyer is in possession of a sales docket for the agricultural product in accordance with section 24(2)(a).



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (3) The market agent must provide for an agricultural product that is consistent with that purchased by the buyer in so far as the quantity, weight, quality, grade, variety and container of the agricultural product are concerned.
- (4) The market agent is liable towards a buyer if –
- (a) the agricultural product provided by the market agent differs from that purchased by the buyer in so far as the quantity, weight, quality, grade, variety and container of the agricultural product are concerned; or
 - (b) in respect of an agricultural product bought by sample, the agricultural product provided by the market agent differs materially from the sample.
 - (c) in terms of the Consumer Protection Act, 2008 (Act 68 of 2008) he will be so liable.
 - (d) The market agent may not purchase, or allow his employees to purchase, any agricultural product on the market floor for the purpose of reselling or trading that agricultural product for his own account.
 - (e) Market agencies must provide daily producer sales reports to farmers/consignors along with quality control reports in cases of deterioration in the quality of produce or discards.
 - (f) Market agents and salespersons must actively partake in market stakeholder engagement forums with the Operator, farmer visits/engagements and engagements with buyers to promote the market and agencies and their services.
 - (g) Market agents shall cooperate fully with staff of the Operator/Market Management to ensure a harmonious working relationship.
 - (h) The market agent must ensure that his salespersons comply with the provisions of this section and those of section 18(2);



- (i) The market agent is responsible for the conduct of all his employees, including the conduct of sales personnel employed by him.

28. PORTERS

- (1) No person may do business as a porter on the market premises unless he is registered with the market administration as a porter and holds a porter's permit.
- (2) A porter's permit may only be issued to a person on submission of proof of identification and on payment to the MIF of a refundable deposit determined from time to time by the MIF.
- (3) A porter must always wear the proper identification and clothing prescribed by the CEO and must keep his person and the clothing clean and tidy.
- (4) A porter may not –
 - (a) while he is not engaged in providing porter services, enter any part of the market premises other than an enclosure or other area set aside by the market administration for porters; and
 - (b) tout for customers by shouting or persistently following a buyer or prospective buyer.

29. BARROWS

- (1) The market administration may issue a barrow to a porter only if he –
 - (a) wears the clothing referred to in section 28(3);



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (b) holds a valid porter's permit; and
 - (c) has paid a monthly refundable deposit to the market administration for the rental of a barrow,
- (2) A porter:
- (a) may not be in arrears with his barrow account;
 - (b) may not pull more than two barrows at any given time;
 - (c) may only use a barrow issued by the market administration;
 - (d) is liable for the safe use of a barrow issued to him;
 - (e) must ensure that the barrow issued to him is used in such a manner as to avoid any willful or negligent damage; and
 - (f) may not sublet a barrow to a third party or allow a third party to use it.

30. WITHDRAWAL OF A PORTER'S PERMIT

- (1) A porter's permit is neither negotiable nor transferable. The CEO may withdraw a porter's permit if the porter –
- (a) fails to comply with any one or more of the provisions of section 29(1)(a) and (b) or section 29(2);
 - (b) fails to pay the deposit referred to in section 29(1)(c); or
 - (c) uses a barrow in a manner that can cause injury to a person or damage to property.



- (2) If the CEO decides to withdraw the porter's permit, he will notify the porter in writing of his decision. A porter whose permit has been withdrawn forfeits the refundable deposit referred to in sections 28(2) and 29(1)(c) and:
 - (a) can lodge an internal appeal as prescribed in section 39;
 - (b) must immediately cease to do business as a porter subject to the provisions of Section 39(3)(c).

31. LIABILITY OF PORTERS

The MIF is not liable to any person for any loss or damage, whether to person or property, caused by a porter in the porter's execution of his porter services.

32. PRIVATE BARROWS, TROLLEYS AND PALLET TROLLEYS

- (1) Any person may apply in writing to the CEO for approval to use a privately owned barrow and or pallet trolley on the market premises, which approval will not be withheld or delayed unreasonably. The CEO will notify the person in writing of his decision, and if approval is granted, the written approval must always be in possession of the person while he is on the market premises.
- (2) No person may bring onto the market their own barrow, trolley or pallet trolley for soliciting business in competition with market administration.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

33. VEHICLES, MOTORCYCLES AND PEDAL CYCLES

- (1) Except for operational units, no person may do business with a vehicle on the market floor, unless for reasons of health or disability he is unable to move around without a vehicle.
- (2) No person may do business with a vehicle without the prior written approval of the CEO and subject to conditions determined him from time to time.
- (3) A person to whom the approval contemplated in subsection (2) has been granted must comply strictly with the conditions, if any, failing which the CEO is entitled to withdraw the approval.

34. MARKET REGULATIONS

No person may –

- (1) occupy or trade from any office, area, stand or other place on the market premises unless he has –
 - (a) obtained prior written permission of the CEO in terms of the approved policy of the market administration; and
 - (b) paid in advance any rent or fee lawfully due for the office, area, stand or other place on the market premises;
- (2) purchase or sell any agricultural product, save as provided for in these Rules;
- (3) light a fire on the market premises without the written approval of the CEO;
- (4) stand or sit on or against any agricultural product on the market premises;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (5) throw an object at any person or property on the market premises;
- (6) tamper with any agricultural product or container, or tamper with or remove any label on any agricultural product or container;
- (7) cause a blockage in or damage to the sewerage or storm water drainage system of the market premises;
- (8) wash, peel, pack, sort, grade or clean agricultural products other than in the allocated area of the market premises without the prior written approval of the CEO;
- (9) interfere with or molest any other person on the market premises;
- (10) interfere with the activities or business of, or be a nuisance to any other person on the market premises;
- (11) enter or remain on the market premises after hours without the written approval of the CEO;
- (12) fail or refuse to comply with an instruction by the market administration to remove an article from the market premises or relocate an article to another area on the market premises;
- (13) spit, loiter or use threatening, obscene, abusive or offensive language or cause a disturbance on the market premises;
- (14) be under the influence of intoxicating liquor or a drug having a narcotic effect or consume liquor on the market premises, other than at a premises licensed to sell liquor to customers for on-site consumption;
- (15) damage or deface any property or building on the market premises;



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (16) dispose of any peels, vegetable leaves, garbage or other refuse on the market premises other than in the appropriate waste receptacles provided;
- (17) interfere with, disrespect or obstruct any employee of the MIF in the execution of his duties;
- (18) without permission hawk, peddle or beg on the market premises;
- (19) remove any refuse, waste or condemned/discarded agricultural product from the market premises without the prior written approval of the MIF;
- (20) cook food or make any beverage other than in the allocated areas of the market premises approved by the CEO;
- (21) bring any animal onto the market premises without the prior written approval of the CEO;
- (22) gamble on the premises;
- (23) assault, verbally abuse, swear, and perform any unbecoming conduct that infringes on the rights and privileges of an individual as defined in Bill of Rights contained in Chapter 2 of the *Constitution of the Republic of South Africa, 1996*;
- (24) park vehicles at non designated areas;
- (25) load a market product at non designated areas; and/or
- (26) sell any market product outside of an area specifically designated therefor.

35. RETAILERS AND INFORMAL TRADERS

The MIF is entitled to reserve any part of the market premises for the purpose of retail or trade in market products and may, for that purpose, enter into agreements with a retailer or



MPUMALANGA
INTERNATIONAL
FOOD MARKET

trader in terms of which an area is leased to the retailer or trader, as the case may be, provided that the retailer or trader and the employees of the retailer or trader, as the case may be –

- (1) conduct business only in the part of the market premises allocated to them in terms of the lease; and
- (2) deal only in the market products specified in the lease.

36. ISSUANCE OF COMPLIANCE NOTICES

- (1) The CEO may issue a compliance notice in the prescribed form to any person whom the MIF, on reasonable grounds believes -
 - (a) has contravened these, Rules; or
 - (b) has assented to, was implicated in, or directly or indirectly benefited from, a contravention of these Rules,
- (2) Unless the alleged contravention could otherwise appropriately be addressed in terms of these Rules by the institution of disciplinary proceedings or amicably, a compliance notice may require the person to whom it is addressed to –
 - (c) cease, correct or reverse any conduct in contravention of these Rules;
 - (d) take any action required by these Rules;
 - (e) restore any money, property, agricultural commodity or value to any person entitled thereto;
 - (f) account for any consideration, benefit or advantage received in consequence of the contravention; or
 - (g) take any other steps reasonably related to the contravention and designed to remedy or limit its effect.
- (3) A compliance notice contemplated in subsection (a) above shall set out -



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (a) the person to whom the notice applies;
 - (b) the provision of this Rules that has been contravened;
 - (c) details of the nature and extent of the non-compliance;
 - (d) any steps that are required to be taken and the period within which those steps must be taken which period shall be not less than 14 days and not more than 90 days from the date of the notice; and
 - (e) the consequences provided for in this Rules if those steps are not taken.
- (4) A compliance notice issued in terms of this section, or any part of it, remains in force until -
- (a) it is set aside, modified or cancelled by the CEO upon review of the notice; or
 - (b) the CEO issues a compliance certificate stating that the requirements of the compliance notice have been satisfied.
- (5) No more than one active compliance notice may be issued in respect of substantially the same alleged contravention against the same respondent, unless –
- (a) the later notice expressly withdraws, replaces, consolidates or amends the earlier notice; or
 - (b) materially new facts, continuing contraventions or additional contraventions justify a further notice.
- (6) If a person to whom a compliance notice has been issued fails to comply with the notice, the CEO may -
- (a) institute disciplinary proceedings; or
 - (b) suspend or revoke the license/permit to operate at the market.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

37. POWERS OF THE CEO

The CEO is entitled to –

- (a) inspect any agricultural product, article, item, object or thing of whatever nature. on the market premises;
- (b) if he reasonably suspects that any agricultural product offered for sale is stolen, prohibit the agricultural product from being sold until he is satisfied about the ownership of the agricultural product;
- (c) for statistical or other lawful purposes, request any documentation or information relating to any aspect whatsoever of the sale of an agricultural product on the market premises, in which event the person to whom the request was made must furnish him with documentation or information within a reasonable time;
- (d) instruct any person who has placed any agricultural product, article, item, object or thing on the market premises that causes an inconvenience or obstruction, to remove the agricultural product, article, item, object or thing;
- (e) prohibit the cleaning, stripping or peeling of an agricultural product on the market premises or in any part of the market premises; and
- (f) for the purpose of ensuring the effective, efficient, economical and proper functioning of the market and the safety and well-being of all people on the market premises, issue such instructions as he may deem necessary, which instructions may be contained in circulars, communiques, or notices affixed to notice boards in prominent places on the market premises, and must be obeyed and complied with by every person entering the market premises.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

38. FEES

The fees payable to the MIF in terms of this by-law will be the fees determined by the MIF from time to time.

39. APPEALS AND APPEALS PROCEDURES

- (1) Any person aggrieved by a decision of the CEO made in terms of these Rules may appeal against that decision to the Board of the MIF.
- (2) Pending the outcome of the appeal contemplated in subsection (1) –
 - (a) a market agent referred to in section 13(5)(b) is entitled to continue to do business as a market agent;
 - (b) a salesperson referred to in section 17(2) is not entitled to continue to do business as a salesperson; and
 - (c) a porter referred to in section 30(2) is not entitled to continue to do business as a porter.
- (3) The following procedures must be followed when an appeal is lodged in terms of sections 13(5)(b), 17(2) and 30(2):
 - (a) all appeals must be submitted to Board of MIF in written format;
 - (b) the Board of MIF must acknowledge receipt of the appeal in writing, to the party without delay;
 - (c) an appeal will be considered by the Board of MIF or relevant Board Committee within 30 days of which result will be made known to the



MPUMALANGA
INTERNATIONAL
FOOD MARKET

aggrieved party in writing. If an appeal is not successful, the aggrieved will be informed of the reasons why the appeal was not successful.

40. INDEMNIFICATION FROM LIABILITY

Any person who enters the market premises does so at his risk, and neither the MIF nor any of its employees are liable for any loss or damage to a person or his property arising from any act or omission of the MIF or its employees in the execution of their duties unless they acted with gross negligence.

41. REMOVAL AND IMPOUNDMENT

- (1) A Law enforcement officer from the MIF, South African Police Services or other authorized law enforcement officer may remove and impound any goods, articles, receptacle, vehicle or structure-
 - (a) which he reasonable suspects of being used or has been used in or in connection with street trading or any other activity prohibited or in contravention under these Rules; or
 - (b) which he finds at a place where street trading is restricted or prohibited in contravention of these Rules, in his opinion, constitutes an offence.
- (2) Any officer acting in terms of these provisions shall-
 - (a) except in the case of goods which have been left or abandoned, issue forthwith to the person carrying on the business of illegal street trading or trading of goods and produce in contravention of these Rules, a detailed



MPUMALANGA
INTERNATIONAL
FOOD MARKET

receipt for any property so removed and where the property will be impounded and the procedure for reclaiming such property; and

- (b) forthwith deliver any such property to the MIF.
- (3) Any property removed and impounded may, in the case of perishable property, be sold or destroyed by the MIF within a reasonable time after the impoundment thereof, provided that such property shall, at any time prior to the disposal thereof, be returned to the owner on request and proof of ownership by such owner to the MIF; provided further that such perishables are still fit for human consumption; within a period of one month of the date of impoundment save in the event of perishable goods which may be destroyed without delay having regard to the condition of such goods.
- (4) The MIF shall be entitled to keep the property concerned until all reasonable expenses have been paid to it, failing which the property may be sold or destroyed.
- (5) In case of a sale of impounded property by the MIF, the proceeds of such sale minus reasonable expenses incurred by the MIF in connection with the removal or impoundment, storage fees and costs and/or disposal of such property, shall be paid to the person who was the owner of such property when such property was impounded. If such owner fails to claim the said proceeds within three months of the date on which such property was sold, such proceeds shall be forfeited to the MIF and shall be paid into a special fund created by the MIF dedicated to the development of the informal sector and matters ancillary thereto.



MPUMALANGA
INTERNATIONAL
FOOD MARKET

- (6) In the event of the proceeds of any sale of property contemplated by this provision, not being sufficient to defray the reasonable fees and expenses incurred by the MIF in connection with such removal, impoundment, storage and/or disposal, including costs of advertisement and auctioneering commission and costs, the owner of such property, when such property was impounded, shall remain responsible for all such fees and costs, as the case may be.
- (7) The MIF is not liable for any damages arising from the confiscation, removal or disposal of signs.

42. PROHIBITIONS

- (1) The following practices, in terms of market conduct are not allowed on the commission trading/market floor:
 - (a) Market agents and their salespersons utilizing their own buying cards. This practice entails market agents/salespersons utilizing their own buying cards to purchase from themselves, implying that agents become principals, contrary to the Act which requires agents to act in the best interest of their principals (producers). Market agents and their salespersons are therefore not allowed to register, possess and use buyers' cards.
 - (b) The extension of credit by market agents/salespersons to buyers (credit sales) is not allowed. This poses a conflict of interest between acting in the best interest of producers and facilitating recovery of money that has been lent to buyers, contrary to the Act.
 - (c) Reserve buying (sometimes called reserve stock or stock/produce reservation) is also prohibited. This is a practice where produce (of grades/quality/quantity) is reserved by a market agent for a particular buyer (usually not present on the market floor during trading hours). The result of



MPUMALANGA
INTERNATIONAL
FOOD MARKET

this 'transaction' is that the stock cannot be removed from the market floor until the reservation has been converted to a sale, thus creating a false impression of volumes, restricts equal access to produce for buyers, and in turn could distort prices for a particular period.

- (d) Late sales/after-hours trading is not permitted. These are sales that occur outside of the market floor trading hours (5:00 to 11:00); sales occurring after trading hours are not transparent and distort price discovery. Keeping sales within the trading hours allows for equal access of buyers to product offerings, and an adequate price discovery mechanism.
- (e) Direct sales / consignments are also not permissible. These are sales of an agricultural product taking place on the market premises without the intervention of a market agent / market administration and not in accordance with the official sales /trading system employed at the market;
- (f) Unethical conduct (bribery, corruption) between market agents, their salespersons and staff of the MIF (market administration) are not permitted.
- (g) Any other anti-competitive practice/conduct that may arise over time.

43. CHANGE OF CONTROL

- (1) No Change of Control of a Market Agent may take place, and no Market Agent, Controller, shareholder, member or partner of a Market Agent may implement, permit, facilitate or give effect to a Change of Control, without the prior written consent of the MIF.
- (2) Without limiting any right or remedy available to the MIF under these Market Rules or at law, a contravention of this section 43 constitutes a material breach of these Market Rules and entitles the MIF to suspend or cancel the trading rights of the relevant Market Agent



MPUMALANGA
INTERNATIONAL
FOOD MARKET

44. AMENDMENT

This Market Rules shall be amended from time to time when circumstances and trading conditions change and evolve.

45. APPROVAL

This Rules have been approved by the Board of Directors of the Mpumalanga International FoodMarket and are effective from the date of signature.

Date:	24 August 2026
Designation:	MIF Board



MPUMALANGA
INTERNATIONAL
FOOD MARKET

T +23 13 591 0880
E info@mif.market
W www@mif.market

Lydenburg Road | Mbombela City | Mpumalanga Province | South Africa



MPUMALANGA
INTERNATIONAL
FOOD MARKET