

Code of Conduct for Security Service Providers, 2003

DEPARTMENT OF SAFETY AND SECURITY

**CODE OF CONDUCT PRESCRIBED UNDER THE PRIVATE SECURITY INDUSTRY
REGULATION ACT, 2001 (ACT NO. 56 OF 2001)**

CODE OF CONDUCT FOR SECURITY SERVICE PROVIDERS, 2003

I, Charles Nqakula, Minister for Safety and Security, have, acting under section 28(1) of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001), after consultation with the Council for the Private Security Industry Regulatory Authority, prescribed the Code of Conduct for Security Service Providers and have made the regulations under section 35 of the Private Security Industry Regulation Act contained in the Schedule.

Signed at Cape Town on this day of February 2003.

C NQAKULA
Minister for Safety and Security

SCHEDULE

CODE OF CONDUCT FOR SECURITY SERVICE PROVIDERS, 2003

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PREAMBLE

WHEREAS the primary objects of the Private Security Industry Regulatory Authority are to regulate the private security industry and to exercise effective control over the practice of the occupation of security service provider in the public and national interest and the interest of the private security industry itself;

AND WHEREAS section 28 of the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001) places a duty on the Minister for Safety and Security to prescribe a code of conduct that must meet the requirements of section 28 and must be legally binding on all security service providers, irrespective of whether they are registered with the Private Security Industry Regulatory Authority or not, as well as on certain other persons -

Be it prescribed therefore by the Minister for Safety and Security the rules contained in this Schedule that embody the minimum standards of conduct with which every security service provider and employer of in-house security officers must comply.

CHAPTER 1

PURPOSE, APPLICATION AND INTERPRETATION OF THE CODE

Purpose of Code

1. The purpose of this Code is to provide binding rules that all security service providers and employers of in-house security officers must obey in order to -
 - (a) promote, achieve and maintain a trustworthy and professional private security industry which acts in terms of the law applicable to the members of the industry;
 - (b) promote, achieve and maintain compliance by security service providers with a set of minimum standards of conduct which is necessary to realise the objects of the Authority;
 - (c) promote, achieve and maintain compliance by security service providers with their obligations towards the State, the Authority, consumers of security services, the public, and the private security industry in general;
 - (d) ensure the payment of the applicable minimum wages and compliance with standards aimed at preventing exploitation or abuse of employees in the private security industry, including employees used to protect or safeguard merely the employer's own property or other interests, or persons or property on the premises of, or under the control of the employer; and

- (e) provide for matters incidental to the above.

Application of Code

2. This Code applies to –
 - (a) all security service providers, whether registered with the Authority or not, in practising the occupation of security service provider, in rendering a security service or carrying on business in the rendering of a security service, or in performing any other act or function which is subject to the Act;
 - (b) every person using his or her own employees to protect or safeguard merely his or her own property or other interests, or persons or property on his or her premises or under his or her control, to the extent provided for in the Act and this Code;
 - (c) every category or class of persons as contemplated in the Act, taking into account the nature of the relevant provisions of this Code as well as the juristic nature of such persons; and
 - (d) the relevant conduct of a security service provider at any place, irrespective of whether the conduct was committed within or outside the Republic.

Interpretation of Code

3. This Code must be interpreted to give effect to the objects of the Authority as contemplated in section 3 of the Act and to the purpose of this Code.

Definitions

4. In this Code any expression to which a meaning has been assigned in the Act will bear the meaning so assigned and, unless the context indicates otherwise -

“Act” means the Private Security Industry Regulation Act, 2001 (Act No. 56 of 2001) and all regulations made in terms of the Act;

“act” includes an omission;

“ammunition” means ammunition as defined in the Firearms Control Act, 2000 (Act No. 60 of 2000);

“Bill of Rights” means the Bill of Rights contained in the Constitution of the Republic of South Africa, 1996 (Act No. 108 of 1996);

“client” means a person with whom a security service provider has concluded a contract, with the exception of an employment contract, providing for the rendering of a security service to such person, and includes a person -

- (a) who approaches a security service provider or who is being approached by a security service provider in connection with the rendering of a security service to such person;
- (b) with whom a security service provider negotiates for the rendering of a security service to such person;

(c) to whom a security service provider makes an offer to render a security service; or

(d) to whom a security service provider renders or has rendered a security service;

“director” includes a staff member of the Authority appointed as the acting director by the Council or to whom any of the powers or duties of the director have been delegated or assigned, as the case may be;

“document” means any recorded information, regardless of the form or medium thereof;

“employer of in-house security officers” means a person who is not a security service provider and who uses his or her own employees to protect or safeguard merely his or her own property or other interests, or persons or property on his or her premises or under his or her control;

“enquiry” means an enquiry as defined in the Improper Conduct Enquiries Regulations;

“equipment” means any equipment used for the purpose of or in connection with the rendering of a security service, including security equipment and a working animal used in the rendering of a security service, but does not include a firearm, a weapon or ammunition;

“firearm” means a firearm as defined in the Firearms Control Act, 2000 (Act No. 60 of 2000);

“improper conduct”, in relation to a security service provider, means improper conduct contemplated in regulation 24, and in relation to an employer of in-house security officers, means improper conduct contemplated in regulation 26;

“Improper Conduct Enquiries Regulations” means the Improper Conduct Enquiries Regulations, 2003;

“key” includes any object which is used to lock, unlock, close or engage a locking mechanism of any kind;

“Levies Act” means the Private Security Industry Levies Act, 2002 (Act No. 23 of 2002) after it has come into operation;

“monitoring device” means a monitoring device as defined in section 1 of the Interception and Monitoring Prohibition Act, 1992 (Act No. 127 of 1992);

“presiding officer” means a presiding officer as defined in the Improper Conduct Enquiries Regulations;

“prosecutor” means a prosecutor as defined in the Improper Conduct Enquiries Regulations;

“repealed code of conduct” means the code of conduct for security officers drawn up and made binding in terms of the Security Officers Act, 1987 (Act No. 92 of 1987) and which is repealed by regulation 31;

“respondent” means a respondent as defined in the Improper Conduct Enquiries Regulations;

“Security Services” means the South African Police Service, the South African National Defence Force, the Directorate of Special Operations, the National Intelligence Agency, the South African Secret Service, the Department of Correctional Services and any other official law enforcement agency or service established by law, irrespective of whether such an agency or service resorts at national, provincial or local government level;

“security training establishment” means a person, establishment or institution providing security training and which has been accredited for this purpose in terms of any law;

“this Code” means the Code of Conduct for Security Service Providers contained in this Schedule;

“weapon” means any weapon other than a firearm.

CHAPTER 2

GENERAL OBLIGATIONS OF SECURITY SERVICE PROVIDERS AND MINIMUM STANDARDS OF CONDUCT

General obligation to act in terms of applicable law

5. (1) A security service provider must comply with the provisions of the Act and with all other legal provisions and obligations, whether they are based on or form part of common law or statutory law, that are applicable or relevant to -
 - (a) practising the occupation of security service provider;
 - (b) rendering a security service;
 - (c) carrying on business in the rendering of a security service; and
 - (d) performing any other act or function which is subject to the Act.
- (2) The general obligation contained in sub-regulation (1) does not derogate from any specific obligation imposed by this Code and no specific obligation in this Code derogates from the generality of sub-regulation (1).

General obligations towards the Authority

6. (1) A security service provider must, within his or her ability, render all reasonable assistance to and co-operate with the Authority to enable the Authority to perform any function which it may lawfully perform.
- (2) A security service provider may not perform any act which is calculated or likely to prevent the Authority from performing a function which it may lawfully perform, or which is calculated or likely to cause or encourage disobedience or resistance to the Authority or to any function which the Authority may lawfully perform.

- (3) A security service provider must without undue delay furnish the Authority with all information or documentation lawfully required by the Authority from such a security service provider.
- (4) A security service provider must take all reasonable steps to ensure that any information provided to the Authority by such security service provider is true and accurate.
- (5) A security service provider may not perform any act which is calculated to bring the Authority into contempt or disrepute.
- (6) A security service provider must discharge all his or her financial obligations of whatever nature to the Authority whenever an amount is due and payable, and, without derogating from the generality of the foregoing, may not tender or deliver a cheque to the Authority that is not good for payment in respect of any amount owed to the Authority by any person.
- (7) A security service provider may not use any person or body as a front or nominee, and no security service provider may allow himself or herself to be used as a front or nominee, in order to hinder, obstruct or weaken the Authority in the performance of any of the functions of the Authority, or which is calculated or likely to mislead the Authority or cause harm to the interests of the Authority, the State or any person.
- (8) A security service provider must be honest in all his or her dealings with the Authority.
- (9) A security service provider must, without undue delay, provide the Authority with all relevant information which is in his or her knowledge concerning the rendering of a security service by a security business which is not registered with the Authority.
- (10)
 - (a) A security business must keep full and proper financial records, available for inspection by the Authority, for a period of at least 3 years from the date of any transaction, of all income and expenditure of the security business on account of the rendering of any security service by it.
 - (b) The provisions of regulation 10(2), (3), (4), (5) and (6) of the Private Security Industry Regulations, 2002 are, with the necessary changes, applicable to the obligation contemplated in paragraph (a).

General obligations towards the Security Services and organs of State

7.
 - (1) A security service provider must, within his or her ability, render all reasonable assistance and co-operation to the members and employees of the Security Services to enable them to perform any function which they may lawfully perform.
 - (2) A security service provider may not interfere with, resist, obstruct, hinder or delay a member or an employee of a Security Service or an organ of State in the performance of a function which such person may lawfully perform.

- (3) A security service provider must, without undue delay, furnish all the information and documentation to a member or employee of a Security Service or an organ of State which such member or employee may lawfully require.
- (4) A security service provider may not unjustly cast reflection upon the honesty, professional reputation, skill, knowledge, service or qualifications of any member of the Security Services.
- (5) A security service provider must be honest in all his or her dealings with a Security Service and with any organ of State.
- (6) A security service provider may not, whether directly or indirectly, request or use a member or former member of a Security Service or any employee or former employee of a Security Service or an organ of State, to obtain any information, document, object or assistance for the purposes of rendering a security service, where such member, former member, employee or former employee, will contravene a law or the conditions of his or her service, as the case may be, in providing such information, document, object or assistance.
- (7) A security service provider must, where the importance, nature or circumstances of a security service, or the nature or extent of the risks guarded against, or any other relevant fact, reasonably requires such a step, officially provide a responsible member of the Service with all relevant information regarding the rendering or proposed rendering of the security service, and maintain contact with such a member if this is reasonable and prudent in the circumstances or if so requested by such member.

General obligations towards the public and the private security industry

8. (1) A security service provider must at all times act in a manner which –
 - (a) does not threaten or harm the public or national interest;
 - (b) promotes the stability of the private security industry;
 - (c) promotes good discipline in the private security industry;
 - (d) maintains and promotes the status of the occupation of security service provider; and
 - (e) promotes efficiency in and responsibility with regard to the rendering of security services.
- (2) A security service provider may not infringe any right of a person as provided for in the Bill of Rights and, without derogating from the generality of the foregoing -
 - (a) may not unfairly discriminate directly or indirectly against any person or unfairly deny any person equal service, employment or employment benefits on one or more grounds, including race, gender, sex, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth; and

- (b) may not break open or enter premises, conduct a search, seize property, arrest, detain, restrain, interrogate, delay, threaten, injure or cause the death of any person, demand information or documentation from any person, or infringe the privacy of the communications of any person, unless such conduct is reasonably necessary in the circumstances and is permitted in terms of law.
- (3) Every security service provider must endeavour to prevent crime, effectively protect persons and property and refrain from conducting himself or herself in a manner which will or may in any manner whatsoever further or encourage the commission of an offence or which may unlawfully endanger the safety or security of any person or property.
- (4) A security service provider may only use force when the use of force as well as the nature and extent thereof is reasonably necessary in the circumstances and is permitted in terms of law.
- (5) A security service provider may not hold himself or herself or any other security service provider out to any person as having any authority, power, status, capacity, level of training, accreditation, registration, qualification or experience which he or she or the other security service provider does not have.
- (6) A security service provider may only possess or carry a firearm, ammunition or a weapon, or possess or use any equipment, if such conduct is lawful.
- (7) A security service provider may only use a firearm in circumstances and in a manner permitted by law.
- (8) A security service provider may not act in any manner that threatens or poses an unreasonable risk to the public order or safety.
- (9) A security service provider must, when performing functions in a public place, do so with due regard to the safety, security and other rights of the members of the public who are present in such a place.
- (10) A security service provider may not through the medium of any other person or body, or by using such person or body as a front or nominee, do or attempt to do or achieve anything, which would not be permissible for him or her to do or to achieve, and no security service provider may allow himself or herself to be used as a front or nominee for such a purpose.
- (11) A security service provider must in practising this occupation, rendering a security service or carrying on business in the rendering of a security service, or when he or she is undergoing security training or assessment of security training, knowledge or skill, always act in an honest and trustworthy manner.
- (12) A security service provider rendering a security service –
 - (a) must treat members of the public with whom he or she comes into contact with the respect and courtesy that is reasonable in the circumstances;
 - (b) may not incite, encourage or help any person to use force unlawfully or commit any unlawful act; and

- (c) may not use abusive language or language which may be reasonably construed as the advocacy of hatred or contempt that is based on race, colour, ethnicity, sex, religion, language or belief.
- (13) A security service provider may not use or be under the influence of alcohol or a narcotic drug while rendering a security service.
- (14) Without derogating from any provision in this regulation, a security service provider may not intentionally commit a delict against any person while rendering a security service.
- (15) A security service provider may not unjustly cast reflection upon the honesty, professional reputation, skill, knowledge, quality of service, background or qualifications of any other security service provider, and, without derogating from the generality of the foregoing, may not intentionally or negligently disseminate false information concerning another security service provider or lay a false charge or make a false complaint against or concerning another security service provider.
- (16) A security service provider may not -
- (a) in any unlawful manner infringe the goodwill of another security service provider, and, without derogating from the generality of the foregoing, may not make false statements regarding a security service provider, instigate a boycott against a security service provider, or unlawfully exercise physical or psychological pressure on clients, employees or suppliers of a security service provider;
 - (b) engage in an act of unlawful competition in competing with another security service provider, and, without derogating from the generality of the foregoing, may not mislead the public, copy the distinguishing signs or misappropriate the performance of another security service provider, exploit the reputation of another security service provider, unduly influence the public with regard to his or her own services, bribe an employee or agent of a client or potential client of another security service provider, obtain or use the trade secrets or confidential business information of another security service provider or compete with another security service provider in breach of a statutory or contractual obligation;
 - (c) interfere with, hinder or obstruct another security service provider or his or her personnel in the rendering of a security service or the administration of his or her business affairs; or
 - (d) interfere with or tamper with the equipment, firearms, ammunition, or weapons used by another security service provider in the rendering of a security service, or intercept or interfere with the communications of another security service provider.

General obligations towards clients, and issues related thereto

9. (1) A security service provider may not use any misrepresentation, duress, unreasonable pressure or undue influence, or unfairly or unreasonably exploit

or misuse the circumstances of any client, or use any method or act prohibited in terms of legislation or common law dealing with corruption, when communicating, negotiating or contracting with a client.

(2) A security service provider must, whenever a client reasonably needs information to make an informed decision or to exercise or protect a right or comply with a duty, furnish sufficient and correct information which is or should reasonably be within the knowledge of the security service provider, to the client, including such information concerning –

- (a) the risks to which the client is exposed and the client's needs in respect of a particular security service;
- (b) the client's needs in respect of the use of equipment, firearms and weapons in the rendering of a security service to the client;
- (c) the security service that he, she or any other security service provider that will be used to render the security service, is entitled, able and qualified to render;
- (d) the correct and full remuneration, reward, fee or benefit payable by the client in respect of the relevant security service;
- (e) the registration status as security service provider, training level and relevant conditions of service of the security officers used or to be used in rendering the security service;
- (f) the management, control and supervision of the rendering of the security service as well as reasonable contact particulars of security officers performing such functions;
- (g) the procedures, firearms, ammunition, weapons and equipment used or to be used by security officers in the rendering of the security service;
- (h) any contractor or sub-contractor used or to be used in connection with the rendering of the security service, as well as the control and supervision of such contractor or sub-contractor;
- (i) any matter on which the security service provider is by law obliged to furnish information to the client; and
- (j) any matter on which the client lawfully and reasonably requests information.

(3) A security service provider may not -

- (a) make a contractual offer, conclude a contract or make himself or herself available for the rendering of a security service or the performance of any function, that requires a legal power, licence, permit, authorisation, accreditation, level of training, skill, knowledge, qualification, registration, security officers, firearm, ammunition, weapon, equipment, infrastructure, capacity or premises, which he or she does not have or is not likely to have when he or she has to commence rendering such a service or perform such a function;

- (b) render or purport to render a security service or perform any function that requires a legal power, licence, permit, authorisation, accreditation, level of training, skill, knowledge, qualification, registration, security officers, firearm, ammunition, weapon, equipment, infrastructure, capacity or premises, which he or she does not have;
 - (c) submit tender documentation for the rendering of a security service to any person or body that contains any materially false or misleading information, or that omits any information of a material nature;
 - (d) make a contractual offer to or conclude a contract with a client containing any term, condition or provision that -
 - (i) excludes, limits or purports to exclude or limit the legal liability of the security service provider towards the client in respect of any malicious, intentional, fraudulent, reckless or grossly negligent act of the security service provider, his or her security officers or other personnel, or any other person used by the security service provider or recommended by him or her to the client;
 - (ii) places a duty or purports to place a duty on the client to indemnify or compensate the security service provider or any other person in respect of any act referred to in subparagraph (i) by a person for whose conduct the client is not independently responsible in law;
 - (e) make a contractual offer to or conclude a contract with a client containing any term, condition or provision that excludes or limits or purports to exclude or limit any duty on the security service provider in terms of the Act or this Code or any right which a client has in terms of the Act or this Code, or which constitutes or purports to constitute a waiver of any such right by the client; or
 - (f) make a contractual offer to or conclude a contract with a client containing any term, condition or provision that is prohibited in terms of any legislation dealing with unfair or unconscionable contractual provisions.
- (4) A security service provider must ensure, at his or her own cost, that the full contractual agreement with the client in respect of the rendering of a security service is reduced to writing and signed by or on behalf of the security service provider and that a true copy thereof is provided to the client without undue delay.
- (5) A security service provider –
- (a) must render the security service for which he or she has bound himself or herself contractually in accordance with the terms and conditions of the contract, the Act and this Code;
 - (b) must render the security service for which he or she has bound himself or herself contractually, and perform any related function or work,

with such a degree of skill, diligence and care as may be expected of a reasonable, competent and qualified security service provider in the circumstances; and

- (c) may not demand a larger performance from a client for the rendering of a security service than that which is legally owed by the client, or receive such a performance, unless the client voluntarily decides to render an additional performance.
- (6) A security service provider must at the request of a client provide the client with a written account containing sufficient particulars to enable the client to estimate the correctness of the payment or performance required from the client for the rendering of a security service.
- (7) A security service provider must without undue delay furnish a client who has paid any amount for the rendering of a security service with a correct and full receipt, or similar adequate written or electronic proof, in respect of such payment.
- (8) A security service provider must protect the rights and legally recognised interests of a client in a reasonable manner, in accordance with all applicable law and with due regard to the rights and legally recognised interests of all other parties concerned.
- (9) A security service provider may not in rendering a security service make any person available or use or permit the use of any firearm, ammunition, weapon or equipment if this exposes the client or any other person to any unlawful harm, or the unreasonable risk of unlawful harm, of which the security service provider is aware or should reasonably be aware.
- (10) A security service provider may not -
 - (a) use or make any person available for the rendering of a security service, whether directly or indirectly, unless such a person -
 - (i) is registered as a security service provider in terms of the Act and may render the relevant security service in terms of the Act; and
 - (ii) has successfully completed the security training required in terms of law in respect of the rendering of the relevant security service;
 - (b) use another security service provider than the one provided for in the contract with the client to render the security service or part thereof to a client, unless -
 - (i) the client has given consent thereto; and
 - (ii) such security service provider is registered with the Authority and is entitled, able and equipped, and has the infrastructure and capacity, to render the security service in question.
- (11) A security service provider may not, where a conflict of interests of the security service provider and the client, or a conflict of interests of different clients of

the security service provider, exists, arises or is reasonably foreseeable in the rendering of a security service, act or continue to act without prior full disclosure to and the consent of the interested parties.

- (12) A security service provider may not in any manner whatsoever disclose confidential information concerning a client, including information relevant to the security, safety or protection of a client or of his or her legally recognised interests, that has come to his or her knowledge on account of the rendering or negotiating the rendering of a security service to such client, without having obtained prior consent for the disclosure, unless the security service provider is legally obliged to disclose the information or the disclosure is made in circumstances in which it is not reasonably possible to obtain the client's consent and the disclosure is made in the interests of the client.
- (13) A security service provider may not in any manner whatsoever, without the written consent of a client, use confidential information concerning the client that has come to his or her knowledge on account of the rendering or negotiating the rendering of a security service –
 - (a) to obtain or retain an unfair financial benefit at the expense of the client; or
 - (b) to unfairly compete with the client in business.
- (14) A security service provider must take all reasonably necessary steps to protect and safeguard any confidential information concerning a client, including information relevant to the security, safety or protection of the client or of his or her legally recognised interests, that has come to his or her knowledge on account of the rendering or negotiating the rendering of a security service to such client.
- (15) A security service provider may not –
 - (a) without a legal ground justifying such conduct, use, alienate, hand over, be in possession of, or retain any property of a client, or be or remain on the premises or any part thereof of a client; or
 - (b) intentionally or through gross negligence damage or lose any property of a client.
- (16) Without derogating from any provision in this regulation, a security service provider may not commit a delict against his or her client in the rendering of a security service to the client or in any act related to the rendering of a security service.

CHAPTER 3

PROVISIONS REGARDING CERTAIN CATEGORIES AND CLASSES OF SECURITY SERVICE PROVIDERS AND DIFFERENT TYPES OF SECURITY SERVICES

Application of this chapter

10. The obligations in this chapter do not derogate from any obligation imposed in terms of any other provision of this Code on a security service provider, and no obligation contained elsewhere in this Code derogates from any specific obligation on a security service provider contained in this chapter.

Employers

11. (1) A security service provider employing any person in the private security industry must comply with every obligation imposed by law towards or in respect of such employee, and, without derogating from the generality of the foregoing –
- (a) may not abuse or exploit the employee;
 - (b) must ensure that the employee receives the full wages and all other service benefits due to him or her as provided for in terms of any applicable legal provision, agreement, contract or determination;
 - (c) must comply with all obligations imposed by law on employers to ensure that their employees qualify for or receive any social security benefits or other financial benefits provided for in terms of law;
 - (d) must comply with all obligations imposed by law on employers aimed at the training and skills development of such an employee; and
 - (e) must comply with all obligations imposed by law on employers relating to the deduction of annual amounts as contemplated in section 43 of the Act, or levies as contemplated in section 4(2)(b) of the Levies Act, from the employee's wages, remuneration or reward, as well as the payment thereof to the Authority.
- (2) A security service provider must, before employing any person as a security officer, take all reasonable steps to verify the registration status as security service provider, level of training, qualifications and all other relevant facts concerning such a person.
- (3) A security service provider may not directly or indirectly order, allow or use a security officer in his or her employ to render a security service which requires a legal power, status, licence, permit, authorisation, accreditation, registration, level of training, skill, knowledge or qualification that the security officer does not have.
- (4) A security service provider may not directly or indirectly order or allow a security officer in his or her employ to possess or use a firearm, ammunition, weapon or any equipment, unless such possession and use is lawful and the security officer has been successfully trained as required by law in the

possession and use thereof and is able to use it lawfully, safely and correctly in the relevant circumstances.

- (5) A security service provider must take reasonable steps to ensure that a security officer in his or her employ who is used or made available to render a security service to any person -
 - (a) has been properly informed about the nature and scope of his or her functions and duties as well as his or her legal powers in this regard;
 - (b) is properly managed, controlled and supervised;
 - (c) has been lawfully provided with and is in lawful possession of all the equipment necessary to render the security service in question;
 - (d) has been lawfully provided with and is in lawful possession of any fire-arm, ammunition and any weapon necessary to render the security service in question; and
 - (e) is properly disciplined in the case of a transgression of the disciplinary code contemplated in sub-regulation (8)(a).
- (6) A security service provider must, at his or her own cost, provide all assistance reasonably necessary and possible to security officers in his or her employ to ensure the receipt by them of all relevant information from the Authority regarding any matter relevant to the regulation of the private security industry, including their financial obligations towards the Authority and the renewal of registration as security service provider as contemplated in the Act.
- (7) A security service provider must, at his or her own cost and as often as it is reasonable and necessary, but at least once a year, provide training or cause such training to be provided, to all the security officers in his or her employ to enable them to have a sufficient understanding of the essence of the applicable legal provisions regarding the regulation of the private security industry and the principles contained in this Code.
- (8)
 - (a) A security service provider must draw up, or caused to be drawn up, and properly and consistently enforce a disciplinary code in respect of all security officers in his or her employ.
 - (b) The disciplinary code contemplated in paragraph (a) must contain rules which adequately reflect the relevant values and principles contained in this Code as well as any further rules that are reasonably necessary to ensure disciplined, honest, safe, reasonable, professional and competent conduct by security officers in the circumstances in which they are employed and made available by the security service provider for the rendering of one or more security services.
 - (c) The obligation contemplated in paragraph (a) comes into operation 30 days after promulgation of these regulations.
- (9) A security service provider must, without undue delay, officially provide a responsible member of the Service with all relevant information which is in his or her knowledge concerning the commission or alleged commission of any

offence specified in the Schedule of the Act by a security officer in his or her employ.

Persons occupying certain offices or positions

12. A security service provider who is a director, member, partner, trustee, administrator or a person in control of any security business, as the case may be, and any person performing executive or managing functions in respect of a security business, must at all times while he or she is occupying such office or having such position, take all reasonably practicable steps within his or her powers and capacity to ensure that the security business complies with the provisions of the Act, the Levies Act and this Code.

Management, control and supervision

13. (1) A security business must ensure that its business affairs, the rendering of a security service by it, the security officers used or made available by it and its compliance with obligations in terms of the Act, the Levies Act and this Code, are properly managed, controlled, supervised and administered by appropriately trained, experienced or skilled persons.
- (2) Without derogating from the generality of sub-regulation (1), a security business must implement systems and practices of management, control, supervision and administration that are reasonably necessary in view of the nature and size of the security business, the number of security officers used or made available and the nature and scope of the security services rendered, to ensure –
- (a) effective control over the rendering of security services by the security business;
 - (b) lawful, trustworthy, disciplined and competent conduct by security officers used or made available by the security business; and
 - (c) compliance with the obligations of the security business in terms of the Act, the Levies Act and this Code.

Security service providers making security officers available to others

14. (1) A security service provider who makes a security officer or the services or the assistance of a security officer available to any other security service provider with a view to the rendering of a security service to a third party, is bound by all the provisions of this Code that are applicable to security service providers generally as well as to employers specifically as contemplated in regulation 11 of this Code, with the necessary changes.
- (2) Without derogating from the generality of sub-regulation (1), a security service provider contemplated in sub-regulation (1) must ensure that a security officer who, or whose services or assistance, is thus made available by him or her, receives the full wages and all other service benefits due to the security officer as provided in terms of the applicable law.
- (3) A security service provider who makes a security officer or the services or the assistance of a security officer available to any other security service provider as contemplated in sub-regulation (1), may only do so if such security service

provider is registered with the Authority and is otherwise entitled to render the security service in respect of which the security officers are made available.

Private investigators

15. A security service provider performing the functions of a private investigator -
- (a) may not perform any act which interferes with, hinders or obstructs a Security Service or an organ of State in performing any function that it may lawfully perform, or advise or agree with a client to perform such an act;
 - (b) may not advise, assist or incite a client or any other person to commit an offence, a delict, breach of contract or any other type of unlawful act;
 - (c) may not undertake or assist in the entrapment of any person for the purposes of obtaining evidence of an offence, a delict or breach of contract unless such conduct is permitted in terms of law and any official permission that may be legally required, has been obtained;
 - (d) may not conceal facts regarding the commission of an offence from a Security Service or any organ of State, or agree with a client to conceal such facts from a Security Service or any organ of State;
 - (e) may not employ a corrupt, illegal or unlawful method or technique, or use unlawful threats, intimidation, misrepresentation or false pretences, to gather information, gain access to premises or secure the assistance or co-operation of any person;
 - (f) may not possess or use a monitoring device or any other equipment for the purposes of surveillance, counter-surveillance or any other aspect of an investigation where such possession or use is in conflict with any legal provision or any provision of this Code or constitutes an unlawful act against any person;
 - (g) may not possess or use a specialised device used for the opening, closing or engaging of locking mechanisms, or possess or use any specialised device used to reproduce or duplicate keys, or possess any key code or key, unless he or she is able to provide a justifiable reason to the Authority or the Service, as the case may be, for such possession or use;
 - (h) may not possess, carry or use any document or object for the purposes of providing a false or incorrect indication of his or her identity, status, powers or functions, unless he or she is able to demonstrate to the Authority or the Service, as the case may be, that such conduct -
 - (i) is essential for the purposes of conducting a lawful investigation which has been properly mandated by a client; and
 - (ii) is not in conflict with any legal provision and does not constitute an unlawful act against any person;
 - (i) may not falsify, distort, manufacture, destroy or unlawfully interfere with any evidence of an offence, delict, breach of contract or any other legally relevant fact;

- (j) may not request or obtain information, assistance or co-operation from any person in circumstances where such person contravenes or would contravene the law, the conditions of his or her service, a binding code of ethics, acts in breach of trust or a contractual obligation, or infringes a person's right to privacy, in providing such information, assistance or co-operation;
- (k) may not promise, offer or give any consideration to a person in order to obtain information, assistance or co-operation from such person in circumstances where the person contravenes the law, the conditions of his or her service, a binding code of ethics or acts in breach of trust or a contractual obligation in agreeing to or accepting such offer or consideration;
- (l) may only undertake an investigation on behalf of a client in terms of a proper mandate reduced to writing and signed by or on behalf of the client containing at least the name and address of the private investigator, the name and address of the client, a description of the subject matter of the investigation, the date of the mandate, the remuneration, reward, fee or benefit in respect of the investigation, and details of any prepayment to be made by the client;
- (m) must keep the mandate contemplated in paragraph (l) for a period of at least three years in a secure place;
- (n) may not demand from a client any amount or performance which is not in accordance with the amount contemplated in paragraph (l), or otherwise legally due to him or her;
- (o) may not demand, receive or retain any payment, performance or property which is not due and payable from a client or any other person, or which serves as remuneration in respect of any act by the private investigator that is prohibited in terms of this Code;
- (p) may not provide false or misleading information to a client regarding an investigation mandated by the client, including information relating to the cost of such investigation or any part thereof, the time spent on the investigation and the methods used or to be used for the purposes of the investigation; and
- (q) must provide a client without undue delay with a written and signed report regarding any investigation mandated by the client, if so requested by the client and if there is no legal ground on which the client's request may be denied.

Locksmiths

16. A security service provider performing the functions of a locksmith –
- (a) must perform all his or her functions in a trustworthy and competent manner;
 - (b) must take all reasonable steps necessary to eliminate or minimise any risk of harm to a client as a result of any service rendered by him or her to the client;
 - (c) may only open, close or engage a locking mechanism of any nature, or reproduce, duplicate, manufacture or provide a key, start any vehicle or

cause a vehicle to be capable of movement by unlocking a locking mechanism, if the person requesting such action furnishes written proof of his or her identity with sufficient contact particulars as well as the authority to make the request, and, if relevant in the circumstances, the consent of any other person required by law in respect of the requested action, has been furnished;

- (d) must make reasonable enquiries, if reasonably necessary in the circumstances, to verify the proof and information contemplated in paragraph (c);
- (e) must keep a proper record of the information contemplated in paragraph (c) for a period of at least three years in a secure place;
- (f) may not perform any act, unless duly authorised thereto, that compromises or may probably compromise the security of a client or of any other person, including an act which affects the security and efficiency of any locking mechanism, key, vehicle, door, gate or security system;
- (g) may not duplicate, reproduce, manufacture or possess any key or key code, or modify a key blank, unless this is done for lawful purposes;
- (h) must exercise effective and reasonable control over a specialised device, belonging to or utilised by him or her, which is used to open, close or engage locking mechanisms;
- (i) must exercise effective and reasonable control over a specialised device, belonging to or utilised by him or her, to reproduce or duplicate keys;
- (j) may only provide a key code, ready cut keys or a specialised device contemplated in paragraph (h) and (i), belonging to or utilised by him or her, to a person who is entitled to receive and possess it in terms of a ground recognised by law;
- (k) may only provide information or training or impart skills regarding the opening, closing or engaging of locking mechanisms of any nature to a person that is registered as a security service provider, enrolled to receive training at a security training establishment, or entitled to receive such information, training or skills in terms of some other ground recognised by law; and
- (l) must acquire any key or key code, or any specialised device contemplated in paragraph (h) and (i), in a lawful manner.

Security consultants and advisers

- 17. A security service provider giving advice on the protection or safeguarding of a person or property, any other type of security service, or on the use of security equipment -
 - (a) must provide a client with sound, honest and objective advice which is in the best interests of the client;

- (b) must timeously disclose to a client any direct or indirect benefit of whatever nature that he or she or any business in which he or she has any direct or indirect interest may obtain if the client acts upon the advice provided by the security service provider;
- (c) must comply, with the necessary changes, with the provisions of regulation 15(a), (b), (d), (e), (f), (g), (h), (i), (j), (k), (l), (m), (o), (p) and (q);
- (d) may not advise a client to use any corrupt, unlawful or illegal method, system or practice;
- (e) may not advise a client to use or obtain the services of a security service provider who is not registered with the Authority, trained up to the level required by law and otherwise entitled by law to render the security service in question;
- (f) may not advise a client to use or obtain the services of any person who is untrustworthy or incompetent; and
- (g) may not advise a client to obtain, use or provide any equipment, firearm, ammunition or weapon, or implement any system, which is faulty or has a defect that may render it an inherent source of danger to any person.

Security service providers ensuring order and safety on premises used for sporting, recreational, entertainment or similar purposes

18. A security service provider who has contracted to render a service aimed at ensuring order and safety on premises used for sporting, recreational, entertainment or similar purposes, whether on his or her own or in conjunction with any other person, and any security officer used to render such a service, must act in accordance with all the obligations imposed by the Act and all other applicable legal provisions.

Security service providers providing security training

19. A security service provider providing security training –
- (a) must provide security training which is of a high quality;
 - (b) must employ training methods and materials which are the most suitable in the circumstances in order to promote and achieve the officially approved outcomes in respect of the security training;
 - (c) may only provide security training in terms of his or her own qualifications and official accreditation or authorisation, and must comply with every condition attached to such accreditation or authorisation;
 - (d) must provide security training in accordance with all legal provisions applicable to such training;
 - (e) must provide security training in accordance with any relevant and officially approved or accredited syllabus, programme, standards and training material;
 - (f) must, when assessing or testing the knowledge, insight or skills of any person

undergoing security training, or the outcomes of such training, use the applicable officially approved methods and procedures, act in an objective manner without showing any prejudice or favour, and may not employ any method or practice that would distort the actual knowledge, insight or skills of the person undergoing the assessment or testing; and

- (g) must take reasonable steps to ensure that the security training in question is only provided to a person entitled in terms of the Act to undergo such training.

Security service providers installing, servicing or repairing security equipment or performing certain functions regarding monitoring devices

- 20. (1) A security service provider installing, servicing or repairing security equipment -
 - (a) must perform all his or her functions in a reasonable, trustworthy and competent manner;
 - (b) may not install, service or repair any security equipment if the client's possession or use thereof, is or will be unlawful;
 - (c) must make reasonable enquiries, if reasonably necessary in the circumstances, to verify the lawfulness of a client's possession and use of security equipment as contemplated in paragraph (b);
 - (d) may not install, service, repair or modify any security equipment if he or she would act unlawfully in doing so;
 - (e) may only install security equipment if it has been acquired in a lawful manner by him or her or by the client, as the case may be;
 - (f) may not install security equipment if he or she knows or should reasonably know that it is faulty, untrustworthy or defective, or that it poses an unreasonable risk to the legitimate interests of the client or any other person;
 - (g) must, when he or she installs security equipment, provide the client with all information reasonably necessary in regard to the care of and the effective use of the security equipment, unless the client is already in possession of such information;
 - (h) must take all reasonable steps necessary in the circumstances to eliminate or minimise any risk of harm to a client as a result of the service rendered by him or her;
 - (i) may not perform any act, unless duly authorised thereto, that compromises or may probably compromise the security of a client or any other person entitled to security;
 - (j) may only provide information or training or impart skills concerning the operation, installation, repair or servicing of security equipment to a person who is registered as a security service provider, enrolled to receive training at a security training establishment, or is otherwise entitled to have access to such information, training or skills;

- (k) may not make a misrepresentation to a client regarding any security equipment provided to the client by him or her; and
 - (l) must without undue delay officially report to the Service the unlawful possession or use of security equipment by any person that he or she is aware of.
- (2) A security service provider manufacturing, importing, distributing, advertising, possessing or using a monitoring device -
- (a) may only manufacture, import, distribute, advertise, possess or use a monitoring device in compliance with all applicable legal provisions;
 - (b) must keep proper records as may be prescribed in terms of the Act;
 - (c) must submit information to the Authority on all transactions regarding monitoring devices as may be prescribed in terms of the Act;
 - (d) may not supply a monitoring device to any person if the identity and sufficient contact particulars of such person as well as the identity and sufficient contact particulars of the end user thereof are not confirmed in writing to him or her before he or she supplies such a monitoring device;
 - (e) may not supply a monitoring device to any person if such person's possession or use thereof and the possession or use thereof by the end user, is or will be unlawful;
 - (f) must make reasonable enquiries, if reasonably necessary in the circumstances, to verify the lawfulness of a person's possession and use of a monitoring device as contemplated in paragraph (e), as well as the accuracy of any relevant information provided by the client to him or her; and
 - (g) must comply, with the necessary changes, with the provisions of regulation 15(a), (b), (c), (d), (e), (f), (g), (h), (i), (j) and (k), and regulation 17(d) and (e).

CHAPTER 4

OBLIGATIONS ON EMPLOYERS OF IN-HOUSE SECURITY OFFICERS

Effect of Code

21. The obligations in this Code do not derogate from any obligation imposed on an employer of in-house security officers in terms of the Act or any other law.

General obligations

22. (1) An employer of in-house security officers –
- (a) must comply with the Act and with all other legal provisions and obligations, whether they are based on or form part of common law or

statutory law, that are applicable or relevant to the employment and use of in-house security officers as contemplated in section 28(2) of the Act, or for any other function that is subject to the Act;

- (b) is, in addition to any other provision of this Code which is on account of its wording applicable to him or her, subject to regulations 6, 7, 8, 11, 12 and 13, to the extent that they are applicable, with the necessary changes.
- (2) The general obligations contemplated in this regulation do not derogate from the specific obligations contained in this chapter.

Specific obligations

23. An employer of in-house security officers -

- (a) may only use, permit or direct an employee to protect or safeguard merely his or her own property or other interests, or persons or property on his or her premises or under his or her control, or to perform any other function that is subject to the Act, if such employee is registered as a security service provider in terms of the Act, has successfully completed the security training required by law relevant to this function, and is otherwise entitled by law to perform the function in question;
- (b) must, before using, permitting or directing an employee to render a security service contemplated in paragraph (a), take all reasonable steps necessary to verify the registration status as security service provider, level of training, qualifications and any other relevant facts concerning such employee;
- (c) must appoint and use, subject to paragraph (a), a responsible person to manage, supervise and control all employees used, permitted or directed to render a security service as contemplated in paragraph (a);
- (d) must appoint and use a responsible person to ensure that the obligations of the employer of in-house security officers towards the Authority are discharged in terms of law;
- (e) may not, whether for reward or not, except to the extent allowed in section 28(2) of the Act, make any employee or his or her services available for the purposes of rendering a security service to any other person;
- (f) must, in respect of all employees used, permitted or directed to render a security service as contemplated in paragraph (a), comply with the relevant provisions of the Levies Act as well as all applicable laws and measures promulgated in terms of law regarding minimum wages and standards aimed at preventing exploitation or abuse of employees in the private security industry; and
- (g) must take all reasonable steps to ensure that the employer of in-house security officers does not act as a security service provider, and that the impression is not created that the employer of in-house security officers is, or acts, as a security service provider.

CHAPTER 5

PROVISIONS REGARDING IMPROPER CONDUCT, THE ENFORCEMENT OF THE CODE AND OTHER MATTERS RELATING THERETO, AND GENERAL PROVISIONS

Improper conduct by a security service provider

24. (1) A security service provider who -
- (a) contravenes or fails to comply with a provision of the Act;
 - (b) commits an offence contemplated in the Schedule to the Act;
 - (c) contravenes or fails to comply with a provision of the Levies Act; or
 - (d) contravenes or fails to comply with a provision of this Code,
- is guilty of improper conduct and on conviction liable to any penalty contemplated in regulation 25.
- (2) Any conspiracy, incitement or attempt to commit any act contemplated in sub-regulation (1)(a), (c) or (d) constitutes improper conduct as contemplated in sub-regulation (1).
- (3) The intentional provision of assistance by a security service provider to another security service provider to commit any act referred to in sub-regulation (1)(a), (c) or (d) constitutes improper conduct as contemplated in sub-regulation (1).
- (4) Every contravention or failure to comply as contemplated in sub-regulation (1), (2) or (3), constitutes a separate count of improper conduct in respect of which any penalty contemplated in regulation 25 may be imposed.

Penalties in respect of improper conduct by a security service provider

25. (1) A security service provider who has been found guilty of improper conduct in terms of the procedures contemplated in regulation 29, is subject to the following penalties -
- (a) a warning or a reprimand;
 - (b) suspension of registration as security service provider for a period not exceeding 6 months;
 - (c) withdrawal of registration as security service provider;
 - (d) a fine not exceeding R10 000, which is payable to the Authority;
 - (e) publication of appropriate details of the conviction of improper conduct and any penalty imposed; or
 - (f) any combination of the above.

- (2) The penalty contemplated in sub-regulation (1)(b), (c) or (d) may be suspended on any condition that is reasonably likely to promote compliance with this Code by the security service provider.
- (3) In addition to any other relevant fact, the following must be considered and properly taken into account in imposing any penalty contemplated in this regulation -
 - (a) the gravity and nature of the improper conduct;
 - (b) the known relevant circumstances of the security service provider, and such other relevant circumstances as the security service provider may prove to exist;
 - (c) the national interest as well as the interest of the public and of the private security industry;
 - (d) the risk posed by the improper conduct to the rights or legitimate interests of any person;
 - (e) any previous conviction of the security service provider of improper conduct in terms of this Code or the repealed code of conduct;
 - (f) the financial or other benefit or likely benefit obtained or that may be obtained by the security service provider through the commission of improper conduct; and
 - (g) any actual or potential harm caused by the security service provider through the commission of improper conduct.

Improper conduct by an employer of in-house security officers

26. (1) An employer of in-house security officers who -
 - (a) contravenes or fails to comply with a provision of the Act;
 - (b) contravenes or fails to comply with a provision of the Levies Act; or
 - (c) contravenes or fails to comply with a provision of this Code,is guilty of improper conduct and on conviction liable to any penalty contemplated in regulation 27.
- (2) Any conspiracy, incitement or attempt to commit any act contemplated in sub-regulation (1)(a), (b) or (c) constitutes improper conduct as contemplated in sub-regulation (1).
- (3) Every contravention or failure to comply as contemplated in sub-regulation (1), or (2) constitutes a separate count of improper conduct in respect of which any penalty contemplated in regulation 27 may be imposed.

Penalties in respect of improper conduct by an employer of in-house security officers

27. (1) An employer of in-house security officers who has been found guilty of improper conduct in terms of the procedures contemplated in regulation 29, is subject to the following penalties -
- (a) a warning or a reprimand;
 - (b) a fine not exceeding R10 000, which is payable to the Authority;
 - (c) publication of appropriate details of the conviction of improper conduct and any penalty imposed; or
 - (d) any combination of the above.
- (2) The penalty contemplated in sub-regulation (1)(b), (c) or (d) may be suspended on any condition that is reasonably likely to promote compliance with this Code by the employer of in-house security officers.
- (3) In addition to any other relevant fact, the following must be considered and properly taken into account in imposing any penalty contemplated in this regulation -
- (a) the gravity and nature of the improper conduct;
 - (b) the known relevant circumstances of the employer of in-house security officers, and such other relevant circumstances as the employer of in-house security officers may prove to exist;
 - (c) the national interest as well as the interest of the public;
 - (d) the risk posed by the improper conduct to the rights or legitimate interests of any person;
 - (e) any previous conviction of the employer of in-house security officers of improper conduct in terms of this Code;
 - (f) the financial or other benefit or likely benefit obtained or that may be obtained by the employer of in-house security officers through the commission of improper conduct; and
 - (g) any actual or potential harm caused by the employer of in-house security officers through the commission of improper conduct.

Improper conduct also a criminal offence

28. Any person who commits improper conduct in terms of this Code, is guilty of an offence and on conviction liable to a fine or to imprisonment for a period not exceeding 24 months, or to both a fine and such imprisonment.

Procedures

29. (1) The procedures for the enforcement of this Code by the Authority are contained in the Improper Conduct Enquiries Regulations.

- (2) The procedures contained in the Improper Conduct Enquiries Regulations are incorporated into this Code.

Rules of evidence and related matters

30. (1) (a) For the purposes of the enforcement of this Code through an enquiry, the rules of evidence in this regulation and in the Improper Conduct Enquiries Regulations will apply.
- (b) The rules of evidence contained in the Improper Conduct Enquiries Regulations are incorporated into this Code.
- (2) For the purposes of imposing upon any person who is a security service provider or an employer of in-house security officers, liability for improper conduct in terms of this Code, any act is deemed to have been performed by such security service provider or employer of in-house security officers if –
- (a) it is performed by or on the instruction or with the permission, express or implied, given by a person who –
- (i) performs executive or managing functions in respect of the security service provider or employer of in-house security officers;
 - (ii) is a director, member, partner, trustee, administrator or person in control, as the case may be, of the security service provider or employer of in-house security officers; or
 - (iii) is an employee of the security service provider or employer of in-house security officers; and
- (b) the person contemplated in paragraph (a) acts -
- (i) in the exercise of his or her powers;
 - (ii) in the performance of his or her functions or duties;
 - (iii) within the scope of his or her employment; or
 - (iv) in furthering or endeavouring to further the interests of the security service provider or employer of in-house security officers.
- (3) A security service provider and an employer of in-house security officers may be found guilty of improper conduct at an enquiry if the presiding officer is of the opinion that on the basis of all the evidence tendered at the enquiry, the prosecutor has proved the charge of improper conduct on a balance of probabilities.
- (4) If, at an enquiry, an element of the improper conduct in question consists of a finding or decision by a court of law or by any other tribunal or an official of the State, a certificate purporting to have been signed by the director recording such finding or decision and the source on which the information in

the certificate is based, will be *prima facie* evidence of such a finding or decision.

- (5) The provisions of sub-regulation (4) do not exclude any other evidence that may be adduced by the prosecutor in terms of law to prove a charge of improper conduct or any element of improper conduct and do not derogate from the power of a presiding officer to make a finding regarding any element of improper conduct on any such evidence.
- (6)
 - (a) The provisions of the Computer Evidence Act, 1983 (Act No. 57 of 1983) are applicable, with the necessary changes, to an enquiry.
 - (b) For the purposes of the application of the Computer Evidence Act, 1983 in terms of paragraph (a), the Authority is deemed to be a "public institution" as contemplated in the said act.
- (7) If in any enquiry it is an element of the improper conduct that a person referred to in the charge sheet rendered a security service or was used or made available to render a security service and the prosecutor shows that the respondent is a security business and employed the person in question at the relevant time, it will be accepted that the said person rendered the security service or was used or made available to render the security service as alleged in the charge sheet, unless there is evidence to the contrary which raises a reasonable doubt.
- (8) If in any enquiry the prosecutor produces a document provided to the Authority by the respondent, an official or employee of the respondent, a person apparently in the employ of the respondent, or by a person apparently assisting the respondent in his or her business or activities, or if the document was found by an inspector at premises apparently used by the respondent in connection with the rendering of a security service or the administration or management of the rendering of a security service or security officers, the document will be proof of the information contained therein to the extent that the prosecutor expressly relies on the truthfulness or accuracy of such information, unless there is evidence to the contrary which raises a reasonable doubt.
- (9) If in any enquiry the prosecutor produces evidence of an oral statement made to an inspector by the respondent, an official of the respondent, a person apparently in the employ of the respondent, or by a person apparently assisting the respondent in his or her business or activities, the oral statement will be proof of the information contained in such oral statement to the extent that the prosecutor expressly relies on the truthfulness or accuracy of such information, unless there is evidence to the contrary which raises a reasonable doubt.
- (10) Evidence submitted at an enquiry which has been obtained in an unlawful manner, is admissible at an enquiry unless the admission thereof would render the enquiry materially unfair or would be prejudicial to the public interest.
- (11) No provision or penalty contained in this Code, with the exception of criminal proceedings in respect of an offence contemplated in regulation 28, may be construed as indemnifying any person against a prosecution, conviction or imposition of a penalty in respect of any offence in a court of law.

- (12) No criminal proceedings or any other legal proceedings of whatever nature, whether such proceedings are anticipated, pending or concluded will indemnify a security service provider or an employer of in-house security officers against an enquiry, a conviction of improper conduct or the imposition of a penalty in respect of improper conduct in terms of the procedures contemplated in regulation 29.

Repeal of code of conduct

31. The code of conduct for security officers drawn up and made binding in terms of the Security Officers Act, 1987 (Act No. 92 of 1987) is, subject to the transitional provisions in the Improper Conduct Enquiries Regulations, hereby repealed.

Authoritative text

32. The provisions of the English text of these regulations will prevail in the case of a difference between the English text and any other text.

Short title and commencement

33. These regulations are called the Code of Conduct for Security Service Providers, 2003 and come into operation on 1 March 2003.

