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CLIMATE CHANGE LAW

New signed law, COP 28 & COP 29 Discussion Points

Dates & Venues:

10 & 11 October: Maslow Hotel, Sandton

31 Oct & 1 Nov: Garden Court, South Beach

5 & 6 November: Garden Court, Nelson Mandela Blvd, Cape Town

Workshop Presenter: Adv. Samantha Martin

On 23 July 2024, President Ramaphosa signed the highly anticipated Climate Change Act into law. This pivotal legislation is designed to define, manage, monitor, and implement South Africa's response to climate change.

The Act is not yet operational, as it will only come into effect on a future date when the President issues a proclamation. This delay is concerning because the crucial mechanisms provided by the Act cannot yet be enforced, and important timeframes have not yet commenced.

The Act takes precedence over other climate-related laws, requiring all government policies and measures to align with its goals. It mandates all levels of government to map, plan for, and address climate adaptation needs, recognising the urgent nature of climate change.

For mitigation efforts, the Act introduces carbon budgets, allocating an amount of GHG emissions to major emitters, and requires the submission of mitigation plans – in which companies must set out how they intend to remain within their budgets. Furthermore, it establishes sectoral emissions targets (SETs), distributing available remaining carbon carbon space across sectors.

While the enactment of the Climate Change Act is a milestone achievement, key regulations, including carbon budget and mitigation plan regulations, are still forthcoming. It is imperative that these regulations incorporate sufficiently strict measures to ensure compliance and effectiveness.

The success of the Act will hinge upon political will and constructive stakeholder consultation. Now more than ever public participation is encouraged to ensure that all relevant issues and perspectives are addressed in the development of the various policies and laws that will flow from the Climate Change Act.

As South Africa strives to enhance its climate resilience and reduce emissions, the Climate Change Act stands as a potential beacon of hope, demonstrating a strong commitment to protecting our planet for future generations. Now it will be necessary for all relevant state actors to demonstrate renewed commitment to ensuring the political will to use this and advance this law to its fullest potential

Who should attend:

Petrochemicals, Power Generation Plants, Agriculture, Engineers and Project Planners, Manufacturing Sector, Automotive Sector, Government Departments, Private Sector, Health and Safety Professionals, Environmental Professionals

PROGRAM OUTCOME:

- Gaining basic level understanding of climate change terms and concepts
- Gaining an understanding of the complex interrelationship between policy, legislation and the application of South African Courts to climate change
- Understanding rapid developments in an area that presents significant risk to governmental development, food security, disaster management and sustainable cities
- Understanding the commercial risks of failing to consider climate change
- Enabling corporates and government officials to better understand ESG as against the climate

Workshop Agenda:

DAY ONE

- Introduction to International Climate Change Policy
- Introduction to International Climate Change Tools
- Developments in International Climate Change Litigation
- Introduction to South African Climate Change Act
- Questions and Answers

DAY TWO

- Developments in South African Climate Change Litigation
- Introduction to the COP 28 & COP 29 Discussion Points
- Development of Carbon Tax Legislation in South Africa
- What Industry Leaders Should Consider with the Carbon Tax debate
- Questions and Answers

END OF WORKSHOP AND NETWORKING!!!

Unlock the full potential of your team with our tailored in-house training program

Designed to empower your workforce, our training is ideal for groups of 10 employees and above who are eager to enhance their skills and knowledge right within the comfort of your organization. Our expert trainers will customize the content to align perfectly with your company's objectives, ensuring that your team gains the expertise they need to excel in their roles. Invest in your employees' growth and watch your thrive

YOUR COURSE PRESENTER

Samantha Martin

Advocate| Mediator| Arbitrator | Adjudicator

Work Experience:

Advocate Johannesburg Bar - Maisels Chambers 2011 to date

- Specialist litigator in National & Regional Higher & Lower Courts, Tribunals & Commissions of Inquiry
- General commercial & family practice with specialisations in environmental, water, biodiversity, mining, climate change, waste law & procurement, construction & intellectual property law
- Director position with SABWiL (South African Black Women in Law) a mentorship project with Tertiary Institutions, the Judiciary & Counsel
- Qualified Arbitrator, Mediator, Construction Adjudicator, OHS & Environmental Auditor

Environmental Consultant 2009 to 2010

- Ran several community driven projects regarding sustainable cities & service delivery

Sustainable Tourism 2001 to 2009

- Sustainable Tourism project manager, coordinated several research projects with the DTi in community areas

Memberships and Associations:

- Johannesburg Bar - Member
- Maisels Chambers - Member
- Legal Practice Council - Registered

AFSA Commercial Panel - Arbitrators & Mediators

LPC Panel - Arbitrators & Mediators

South African Black Women in Law - Director

Environmental Law Association - Member

South African National Energy Association - Member

South African Women in Mining - Member

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31 Oct & 1 Nov: Garden Court, Souh Beach
6 & 7 November: Garden Court, Nelson Mandela Blvd, Cape Town

- Early Bird: Price Per Delegate = R 6 995
 Online/Virtual: Price Per Delegate = R 5 995

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5. Full Name: _____
 Position: _____
 Email: _____

FEES

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 7 - 9 Delegates Less 15% = R 6 796
 10+ Delegates Less 20% = R 6 396

Fees include refreshments, luncheons and supplementary documentation.

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AUTHORISATION

Signatory must be authorised to sign on behalf of contracting organisation

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 Position: _____
 Email: _____

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 Date: _____

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Terms & Conditions:

1. Fees are inclusive of programme materials and refreshments.
 2. Payment Terms: Following completion and return of the registration form, full payment is required within 5 days from receipt of invoice. PLEASE NOTE: payment must be received prior to the conference date. A receipt will be issued on payment. Due to limited conference space, we advise early registration to avoid disappointment. A 50% cancellation fee will be charged under the terms outlined below. We reserve the right to refuse admission if payment is not received on time. Unless otherwise stated on the booking form, payment must be made in SA Rands.
 3. Cancellation/Substitution: Provided the total fee has been paid, substitutions at no extra charge up to 14 days before the event are allowed. Substitutions between 14 days and the date of the event will be allowed subject to an administration fee of equal to 10% of the total fee that is to be transferred. Otherwise all bookings carry a 50% cancellation liability immediately after a signed sales contract has been received by Knowledge Academy (Pty) Ltd (as defined above). Cancellations must be received in writing by mail or fax six (6) weeks before the conference is to be held in order to obtain a credit voucher representing 50% of the total fee to be utilized against the cost of any future conference. Thereafter, the full conference fee is payable and is non-refundable. The service charge is completely non-refundable and non-creditable. Payment terms are five days and payment must be made prior to the start of the conference. Non-payment or non-attendance does not constitute cancellation. By signing this contract, the client agrees that in case of dispute or cancellation of this contract that will not be able to mitigate its losses for any less than 50% of the total contract value. If, for any reason, Knowledge Academy (Pty) Ltd decides to cancel or postpone this conference, Knowledge Academy (Pty) Ltd is not responsible for covering airfare, hotel, or other travel costs incurred by clients. The conference fee will not be refunded, but can be credited to a future conference. Event programme content is subject to change without notice.
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 5. Client confirms that it has requested allowing Knowledge Academy (Pty) Ltd to retain Client information on group companies database to be used by group companies, and passed to selected third parties, to assist in communicating products and services which may be of interest to the Client by letter, phone, fax, (inc. automatic dialling) email or other electronic means. If Client wishes to stop receiving such information please inform above office. For training and security purposes telephone calls may be recorded.
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6. Governing law: This Agreement shall be governed and construed in accordance with the law of South Africa and the parties submit to the exclusive jurisdiction of the South African Courts in Johannesburg. However only Knowledge Academy (Pty) Ltd is entitled to waive this right and submit to the jurisdiction of the courts in which the Client's office is located.