

# **SERVICE LEVEL AGREEMENT**

Entered into by and between

## **NDLAMBE LOCAL MUNICIPALITY**

Herein represented by

**ADV R DUMEZWENI**

In his capacity as

**MUNICIPAL MANAGER**

**AND**

**XXXXXXXXXXXXXXXXXX**

(Hereafter referred to as the "Service Provider")

Herein represented by

**YYYYYYYYYYYYYYYYYY**

In his capacity as

**XXXXXXX VALUER**

## PREAMBLE

- A. WHEREAS** the Local Government: Municipal Property Rates Act 6 of 2004 as amended, regulate the power of municipalities to impose rates on properties to make provisions to implement a transparent and fair system of exemptions, reductions and rebates through rating policies fair and equitable valuation methods of properties and the objection and appeal process.
- B. AND WHEREAS** section 81 of the Act confers the power to the MEC for Local Government to monitor whether the municipalities comply with the Act;
- C. AND WHEREAS** the Eastern Cape: Cooperative Governance and Traditional Affairs acknowledges the need to promote the orderly and efficient growth and development of our communities and or settlements regarding the enhancement of revenue generation through promotion of land development facilitation via appropriate Spatial Planning, Land Survey and Municipal Property Valuation.
- D. AND WHEREAS** the XXXX Local Municipality has appointed YYYYYY as a Service Provider and was guided and assisted technically by the Department in terms of Section 81 of the Act.
- E. AND WHEREAS** The Department ensures compliance in terms of Section 81 of MPRA.

## NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

### 1. DEFINITIONS

#### 1.1

- (a) “**the Act**” refers to; Local Government: Municipal Property Rates (MPRA) Act 6 of 2004 as amended
- (b) “**the Agreement**” means this Agreement, all annexures and amendments thereto;
- (c) “**the Department**” refers to the Eastern Cape: Cooperative Governance and Traditional Affairs;

- (d) ***“the parties”*** means the Municipality and the Service Provider;
- (e) ***“the Assignment/project”*** means the totality of efforts exerted by the Service Provider in the execution of its duties and responsibilities under this agreement;
- (f) ***“the Service Provider”*** refers to; Municipal Valuer who has been awarded a tender to compile General and Supplementary Valuation Roll.
- (g) ***“the Steering Committee”*** refers to; All relevant Municipal stake holders including Municipal Valuer, Provincial Valuers.
- (h) ***“working days”*** will exclude Saturdays, Sundays and public holidays and will be calculated exclusive of the last day.
- (i) **Local Municipality** “means municipality and described in Section 155 (1) of the constitution as category B municipality.”

1.2 In this Agreement, except where the context otherwise requires:

- (a) the masculine includes the feminine regarding gender sensitivity;
- (b) the singular includes the plural;
- (c) any reference to natural persons includes created entities (incorporated or unincorporated);
- (d) the head notes to the clauses of this agreement are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate;
- (e) words and phrases defined in any clause shall bear the meanings assigned thereto;
- (f) the annexure to the agreement as well as any documentation pertaining to the agreement are deemed to be incorporated herein and form an integral part of this agreement;
- (g) the various parts of the agreement are severable and may be interpreted as such;
- (h) the expressions listed in one clause bear the meaning as assigned hereto and cognate expressions bear corresponding meanings;

- (i) If any provision in the sub clause 1.1 above is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the agreement, notwithstanding that it is only contained in the said sub clause.

## **2. APPOINTMENT AND ACCEPTANCE**

2.1 The **Ndlambe Local Municipality** hereby appoints the **Service Provider**, namely, **YYYYYY** to compile a general valuation roll, supplementary valuation rolls and to execute the service specified in this Agreement and the **Service Provider** accepts such appointment subject to the terms and conditions set out in the Tender Specification and the Municipal Project Plan.

2.2 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the **Service Provider** shall not create an employment contract or relationship between the parties.

## **3. DURATION OF AGREEMENT**

3.1 Notwithstanding the date of signature hereof this Agreement shall be deemed to have commenced on 1 July 2018 and shall proceed until 30 June 2024 when the General valuation process closes.

3.1.1 The conducting of 1<sup>st</sup> compulsory supplementary valuation roll which corrects the General Valuation roll as well as the supply of the other valuation related services in compliance with the MPRA as amended for financial year 1<sup>st</sup> July 2019 to 30<sup>th</sup> June 2020.

- 3.1.2 The conducting of subsequent supplementary valuation rolls, notwithstanding the date of signature hereof this Agreement shall be deemed to have commenced on 1 July 2020 and shall proceed until 30 June 2024.
- 3.2 Subject to the terms of clauses 19 and 20 relating to breach and termination respectively, the term of the Agreement will be from the date stipulated in clause 3.1 supra, unless extended in terms of clause 3.3.
- 3.3 The terms of Agreement may be extended as a result of bona fide negotiations between the parties. No extension of term shall be valid unless reduced to writing and signed by all parties.
- 3.4 The parties specified agreed that should the **Service Provider** fail to complete the project within the period specified in 3.1 or any other extended period agreed to by the parties in writing the **Service Provider** shall complete the Project during such extended period at no extra costs to the Ndlambe **Local Municipality**.

#### 4. DELIVERABLE AND MILESTONES

The main deliverables and key milestones will include the below and not limited as specified in the Municipal Project plan:-

<b>Milestones / Stages</b>	<b>Time frame</b> <small>(align to the project plan)</small>	
	<b>Start date</b>	<b>End date</b>
1. DOCUMENTATION	01/03/2018	17/07/2018
2. DATA COLLECTION	18/07/2018	31/01/2019
3. VALUATION COMPILATION	18/07/2018	31/01/2019
4. SUBMISSION OF DRAFT ROLL AND VALUATION REPORT FOR QUALITY CONTROL	31/01/2019	31/01/2019
5. SUBMISSION OF CERTIFIED ROLL		28/02/2019
6. ISSUING OF SECTION 49 (1) (a), (i),(ii), (b) & (c) AS PER MPRA	07/03/2019	14/03/2019
7. OBJECTION REVIEW PROCESS	01/05/2019	31/05/2019
8. VALUATION APPEALS BOARD HEARINGS	01/07/2019	31/08/2019
9. CONDUCT AND SUBMISSION OF 1 <sup>st</sup> COMPULSORY SUPPLEMENTARY VALUATION ROLL UP TO THE APPEAL PROCESS OF THE SAME	03/2020	09/2020

- 4.1 The Valuer must in accordance with the MPRA value properties in the municipality in terms of Sections 78 and 79 of the MPRA.
- 4.2 Prepare a supplementary valuation roll.
- 4.3 Sign and certify the valuation roll.
- 4.4 Submit the valuation roll to the municipal Manager within a prescribed period.
- 4.5 Consider and decide on objections to the roll.
- 4.6 Attend every meeting of appeal board which the board hears appeal against a decision of the valuer or review a decision of a valuer.
- 4.7 Assist the Municipality in the collection of postal addresses of owners provide municipality with appropriate administrative support incidental to the valuation roll.
- 4.8 Assist in Public awareness for community participation to matters related to objections and appeals processes.

## **5. DUTIES AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1 In order to achieve the deliverables and milestones as contained in clause 4 above, the **Service Provider** will deal with the study that will generate management decision making information on following aspects:
  - The **Service Provider** shall ensure that the responsible level of care and responsibility be exercised when using items belonging to the Ndlambe **Local Municipality** in the performance of its duties and obligations as stipulated in the agreement.
  - The **Service Provider** shall ensure that monthly progress reports are compiled as required in terms of Section 81 of MPRA and such reports are submitted to the Municipal Manager.
  - The **Service Provider** shall exercise the highest degree of skill, care and diligence that can be expected of its profession.

## **6. RESPONSIBILITIES OF NDLAMBE LOCAL MUNICIPALITY**

**Ndlambe Local Municipality** has the role and responsibility of the following:

- (a) Contractual and financial management;
- (b) Designate an official to co-ordinate the activities of the project;
- (c) Establish the Project Steering Committee which will include the Provincial Valuers, Municipal Valuer and Municipal Finance Management which shall ensure and drive the project to completion.
- (d) Ensure that relevant information and documents are made available to the Service Provider at reasonable time;
- (e) Monitor and evaluate the progress of the project and to ensure that the compliance and deadlines are achieved by the Service Provider during the execution of the project.
- (f) To ensure that progress reports are made on a regular basis and submitted to Finance Management.

## **7. ROLES OF THE SERVICE PROVIDER**

- 7.1 The Service Provider will produce monthly progress reports based on a milestone/project plan as a method of Assessment.
- 7.2 The Service Provider is required to provide a valuation system that is compactable to the municipality financial system
- 7.3 Operational Costs will be borne by the Service Provider.

## **8. ROLES OF THE DEPARTMENT**

- 8.1 The department shall ensure guidance in the compilation of the Valuation Roll through conducting quality assurance and compliance as stipulated in section 81 of MPRA

## 9. BUDGET AND PAYMENT PROCEDURE

9.1 The total Budget for this Project is R----- (in words) and is inclusive of VAT.

9.1.1 The Tender fixed amount of R----- including Vat is based on ----- properties in terms of the Tender Specification and may vary by agreement between the XXXX Local Municipality and YYYY Service Provider if there are additional or increase in the number of properties that have not been accounted for.

9.2 The Progress Payment of the fixed tender amount shall be as follows:

<b><i>Stages of Payment of Invoices</i></b>	<b><i>Portfolio of Evidence POE</i></b>	<b><i>Payment progress</i></b>
Stage 1: DOCUMENTATION	Bulk Deeds download, Aerial photographs as per stage 1 on tender specification	10% of Contract amount
Stage 2: DATA COLLECTION AND CAPTURING	Obtained relevant data applicable to specific property types and market data	20 % of Contract amount
Stage 3: VALUATION COMPILATION AND PUBLIC AWARENESS	Analysis of all data, Valuation report and attendance registers of Public Awareness.	20% of Contract amount
Stage 4: SUBMISSION OF DRAFT ROLL	Draft roll submitted to the Steering Committee	5% of Contract amount
Stage 5: SUBMISSION OF CERTIFIED ROLL by 28 February 2019	Certified roll to be submitted to the Municipal Manager	5% of Contract amount
Stage 6: ISSUING OF SECTION 49 (1) (a), (i),(ii), (b) & (c) AS PER MPRA	Government Gazette Copy of the advert of the valuation roll Extracts of the valuation roll	20% of Contract amount
Stage 7: OBJECTION REVIEW PROCESS	Proof of attendance for all objection process as per the MPRA Written reasons for adjustments	5% of Contract amount
Stage 8: VALUATION APPEALS BOARD HEARINGS	Proof of attendance of all the sittings of Valuation Appeals Board.	5% of Contract amount
Stage 9: CONDUCT AND SUBMISSION OF 1 <sup>st</sup> COMPULSORY SUPPLEMENTARY VALUATION ROLL UP TO THE APPEAL PROCESS OF THE SAME	Submission of 1 <sup>st</sup> Supplementary Valuation roll	Nil



Stage 10: SUBMISSION OF CLOSE-OFF REPORT BY 31 OCTOBER	Submit all the documentation (soft and hard copies) used for the preparation of the valuation in terms of section 85 of MPRA	10% of Contract amount
<b>TOTAL</b>	100% of the contract amount	

The pricing and payment shall strictly be in accordance with below schedule and in line with the Tender document. Before any payment is made, the Chief Financial Officer of the Council or their duly authorized employee shall verify all invoices and shall ensure that the work relating to the invoice is actually done.

<b>DESCRIPTION</b>	<b>HOW TO TENDER</b>	<b>AMOUNT INCLUDING VAT</b>	<b>COMMENT</b>
Supplementary Valuations	Per property including vat		Negotiated fee to be paid based on the number of properties for the supplementary valuation roll, inclusive of traveling, preparation and investigations
Appeals Board Hearings and attendance	Per day including vat		Price per day inclusive of preparation, attendance and traveling
Valuations other than rating purposes	Per property including vat		Price per property inclusive of preparation, and

			traveling
Additional copies of valuation roll			
Public Awareness	Fixed fee incl Vat		
Valuation enquiries	Fixed fee incl vat		

## 10. TERMS AND CONDITIONS

- 10.1 The time frames and number of days set out herein are estimates only and may be varied by Agreement between the **Ndlambe Local Municipality** and the **YYYYY Service Provider**.
- 10.2 The **Service Provider** acts as an independent contractor and not as an agent or employee of the State and has no authority to bind the State, or **Ndlambe Local Municipality**.
- 10.3 Invoices shall be certified by the **YYYYY Service Provider** that the amount claimed in the invoices is due and payable in terms of the Agreement, that the amount claimed does not cover the amounts already claimed and that the claim truly reflects the value and states the stage(s) performed (i.e. extent of the work performed).
- 10.4 Should the **Ndlambe Local Municipality** receive the invoice(s) submitted by the **Service Provider**, the designated official refer to clause 6b undertakes to certify such invoice(s) within fifteen (15) days of the receipt thereof.

- 10.5 Should the invoices not be acceptable by the designated official and Finance Management, the **Service Provider** will be informed thereof in writing together with reasons for the non-acceptable of such invoices, within fifteen (15) days of receipt of the invoices.
- 10.6 Should designated official and Finance Management accept the invoices, payment shall be made to the **Service Provider** within fifteen (15) days after certification.
- 10.7 Should the designated official and Finance Management not be satisfied with the work done by the **Service Provider**, the designated official and Finance Management will request the **Service Provider** to rectify or improve the work done at the **Service Provider's** cost.
- 10.8 Any and all extra costs incurred by the **Service Provider** resulting from the **Service Provider** having to address and/or rectify queries arising from the claim submitted in respect of work done, shall be for the account of the **Service Provider**.

## 11. OWNERSHIP AND PUBLICATION OF REPORTS

- 11.1 The **Ndlambe Local Municipality** will become the owner of the information, advice, recommendation and reports collected, furnished and/or compiled by the **YYYY Service Provider** during the course of, and the purpose of executing this Agreement all of which will be handed over to the **Ndlambe Local Municipality**, but in any event on the termination of this Agreement for whatever reason. The **YYYY Service Provider** relinquishes its retention of any other rights to which it may be entitled.

- 11.2 The copyright of all the documents, recommendations and reports compiled by the **YYYY Service Provider** during the course of and for the purpose of finalizing the project will vest in the **Ndlambe Local Municipality** and may not be reproduced or distributed or made available to any person outside the **Ndlambe Local Municipality** service or to any institution in any way without the prior written consent of the **Ndlambe Local Municipality**.
- 11.3 In case of the **Service Provider** providing documents or material to the **Ndlambe Local Municipality** the development of which has not been at the expense of the **Ndlambe Local Municipality**, copyright shall not be vested in the **Ndlambe Local Municipality**. The **Service Provider** shall be required to indicate to which document and/or material this provision applies.
- 11.4 The **Service Provider** hereby indemnifies the **Ndlambe Local Municipality** against any action, claim, damage or legal cost that may be instituted against the **Ndlambe Local Municipality** on the ground of an alleged infringement of any copyright or other intellectual property right in connection with the work outlined with this Agreement.
- 11.5 All information, documents, recommendations, and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the **Ndlambe Local Municipality** services and may not be published during the currency of this Agreement or after termination thereof without the prior written consent of the **Ndlambe Local Municipality**.

## **12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

12.1 The **YYYY Service Provider** undertakes to obtain the necessary consent from the proprietors or their licenses should the **YYYY Service Provider** make use of the intellectual property of any other person.

12.2 The **YYYY Service Provider** further indemnifies the **Ndlambe Local Municipality** against any claim or action (including costs) caused by and/or arising from the failure to obtain such consent.

## **13. NO AGENCY OR PARTNERSHIP**

13.1 The relationship between the parties shall not imply any partnership in the legal sense, nor shall it constitute either party the agent or authorized representative of the other party.

## **14. ASSIGNMENT**

14.1 Neither party shall be entitled to assign this Agreement, all or any of its rights and obligations hereunder without prior written consent of the other party.

14.2 Each party warrants that it is acting as a principal agent and not as an agent for an undisclosed principal.

## 15. INDULGENCES

15.1 No extension of time, latitude or other indulgence without which may be given or allowed by either party to the other shall constitute a waiver to alteration of this Agreement, or affect such party's right, or prevent such party from strictly enforcing, due to some compliance with each and every provision of this Agreement.

## 16. THE EXERCISE OF THE REASONABLE SKILLS, CARE AND INDULGENCE

16.1 The **Service Provider** guarantees that it will perform all its duties professionally and that all the work done by it will be of the highest standard that may be expected from a professional body in its position.

16.2 If, for any reason, the **Service Provider** finds itself incapable of completing the services as agreed in terms of this Agreement, it will notify the **Ndlambe Local Municipality** within five (5) working days, stating full reasons.

16.3 The **Service Provider** shall ensure that a reasonable level of care and responsibility be exercised by all parties and individuals under its control when such parties or individuals are using property belonging to the **Ndlambe Local Municipality** in the performance of this contract and in general in the performance of the **Service Provider's** duties and obligations as stipulated in this Agreement.

16.4 The **Service Provider** shall maintain an efficient well-trained and qualified staff. Should the **Ndlambe Local Municipality** find any member of the **Service Provider** unable to perform the task to the satisfaction of the **Ndlambe Local Municipality**, **Ndlambe Local Municipality** may, in writing and together with reasons therefore, request that he/she be replaced in order to meet the requirement of the contract.

16.5 Such replacement will take place within five (5) working days of receipt of the **Ndlambe Local Municipality's** request.

## 17. FORCE MAJEURE

- 17.1 Force majeure shall be considered to be, if the performance of any obligation in terms of the Agreement is suspended or postponed by:
- 17.1.1 Strikes or lock-out or any combination therefore by employees or either of the parties;
  - 17.1.2 fire or accident on the premises of the **Ndlambe Local Municipality** not occasioned by negligence on the part of either of the parties;
  - 17.1.3 war or civil unrest;
  - 17.1.4 any cause, except as may be otherwise provided for in the Agreement, beyond the reasonable control of either of the parties; and
  - 17.1.5 any act of God / nature.
- 17.2 Should the completion of obligation be delayed as a result of force majeure, the party who is unable to perform its obligation shall, within twenty (20) days of occurrence of such force majeure, give notice thereof in writing to the other party and request an extension of time in which to comply with its obligation. On receipt of such notice and supporting particulars of the claim, the other party may, in writing grant an extension of time as may be justified.
- 17.3 The party who is incapable of performing its obligation shall not be liable for any such claim which the other party may have as a result of such obligation not being performed provided that the reason why it cannot perform its obligation is due to force majeure and provided further that the notice referred to in 16.2 has been duly delivered.
- 17.4 In the event of force majeure continuing for a period of twenty (20) days, either party shall be entitled to terminate the Agreement by written notice to the other party and without any party incurring any liability to the other party.

## 18. SEQUESTRATION, LIQUIDATION AND JUDICIAL MANAGEMENT

Should the estate of the **YYYY Service Provider** be sequestrated or liquidated or if it is placed under judicial management or administration order to be issued against it by any court, the person nominated as a substitute Valuer in the Tender Document shall assume all responsibilities in terms of the Specification thereof as if he/she were the Municipal Valuer.

## 19. BREACHES OF AGREEMENT

19.1 Should the estate of the **YYY Service Provider** be sequestrated or liquidated or if it is placed under judicial management or administration order to be issued against it by any court, the person nominated as a substitute Valuer in the Tender Document shall assume all responsibilities in terms of the Specification thereof as if he were the Municipal Valuer

19.2 Should the **Service Provider** dispute the existence of breach entitling the **municipality** into the above-mentioned rights and remedies, the matter(s) in issue may be referred at the request of either party for determination by an arbitrator to be appointed in terms of clause 19 of this Agreement. Notwithstanding anything to the contrary contained in this Agreement, and by the reasons of the financial and social imperatives underlying this Agreement, the arbitrator shall be entitled to make interim order to make sure that the project proceeds and that no material delays occur.

19.3 The **Ndlambe Local Municipality** may terminate the Agreement should the **Service Provider** or any of its agents make themselves guilty of misconduct in terms of code of conduct of their profession or if the **Service Provider** acts dishonestly or contrary to the integrity which is required by its profession.



19.4 In the event of any breach by the **Ndlambe Local Municipality** of the terms and conditions of this Agreement, and in the event of the **Ndlambe Local Municipality** remaining in default after ten (10) day's written notice calling for rectification of the matter, the **Service Provider** shall be entitled to:

19.4.1 enforce strict compliance with the terms and condition of the Agreement; or

19.4.2 to cancel the Agreement

19.4.3 This provision of clause 19.2 shall apply mutatis mutandis in the event of the **Ndlambe Local Municipality** disputing the existence of the breach entitling the **Service Provider** to the rights and remedies envisages in 19.4.

19.5 If, owing to circumstances beyond the control of the **Service Provider** it becomes impossible for the **Service Provider** to fulfill any of its obligation in terms of this Agreement, the **Ndlambe Local Municipality** upon receipt of written request from the **Service Provider**, shall consider granting the **Service Provider** the necessary permission to defer such performance for such a period as is required under the circumstances, which permission shall not be unreasonably withheld.

19.6 In the event of the **Ndlambe Local Municipality** granting the **Service Provider** permission to defer performance as provided in 19.5 supra, it is specifically recorded that the **Service Provider** shall not be entitled to payment thereof until the particular obligations have been discharged fully.

19.7 Should the timeframe for the performance of the work not be met due to external reasons, not attributable to either party, it will not be considered a breach of Agreement.

## **20. TERMINATION OF AGREEMENT**

20.1 The **Ndlambe Local Municipality** shall have the right to terminate the Agreement without prejudice to any of its other rights upon the occurrence of any of the following cases:

20.1.1 On commencement of any action for dissolution and/or liquidation of the **Service Provider** except for the purpose of the amalgamation or restructuring approved in advance by the **Ndlambe Local Municipality**;

20.1.2 If the **Service Provider** receives a court order to be placed under judicial management or commence liquidation procedures that are not withdrawn within five (5) working days;

20.1.3 The **Service Provider** informs the **Ndlambe Local Municipality** that it intends to cease performing its obligations in terms of the Agreement;

20.1.4 The **Service Provider** informs the **Ndlambe Local Municipality** that it is incapable of completing the project as described.

- 20.2 The **Ndlambe Local Municipality** furthermore reserves the right to postpone or terminate the whole or any part of the Agreement at anytime, provided that, in such an event, a period of ten (10) working day's written notice is given to the **Service Provider**.
- 20.3 The **Service Provider** shall receive remuneration for work completed to the satisfaction of the **Ndlambe Local Municipality** up to date of any postponement or termination of the project.
- 20.4 Termination of the Agreement will relieve the **Ndlambe Local Municipality** and the **Service Provider** of their respective obligations in terms of the Agreement.
- 20.5 The **Service Provider** shall not be entitled to advance a right of retention or any similar right if this Agreement is terminated.
- 20.6 Should it be apparent to the **Ndlambe Local Municipality** that after **YYYYY (Service Provider)** has been advised in writing by municipality that **YYYYY (Service Provider)** is in default in complying with the deadlines of any other stage of the project and that **YYYYY (Service Provider)** has failed to rectify such default within the amended time limit set by **Ndlambe Local Municipality**. In such event, **Ndlambe Local Municipality** shall be entitled to cancel the contract and appoint a substitute Service Provider. In such event, **YYYYY (Service Provider)** will supply municipality with all data collected in his possession and municipality reserves the right to offset any payment due to **YYYYY (Service Provider)** against the cost of appointing another person to fulfil the requirements of this agreement. If the cause of delay is due to the municipality not supplying the **YYYYY (Service Provider)** with agreed data, or other delays caused by the municipality themselves, then in such event, the municipality shall not be entitled to enforce this clause.

## **21. DISPUTE RESOLUTION**

21.1 The terms of this clause shall apply, if the parties agree in writing within five (5) working days, after failure of negotiations of the parties in good faith to reach Agreement of the dispute, that the dispute be referred to arbitration.

21.2 Notwithstanding anything herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, arbitration or litigation in court, the decision of the **Ndlambe Local Municipality** on the dispute involved will immediately be given effect to by the **Service Provider** and the Association will proceed with the project or work with diligence unless the parties agree otherwise in writing.

21.3 The arbitrator shall be a person agreed upon between the parties and if this fails, the arbitrator shall be nominated in terms of laws that govern arbitration in South Africa.

21.4 The Party instituting these proceedings shall appoint the arbitrator and the arbitrator shall notify the parties beforehand of the remuneration required by him for his services.

## **22. GENERAL**

22.1 This is the entire Agreement between the parties and may only be amended in writing and duly signed by both parties.

22.2 The Agreement shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

22.3 The parties agree that, the High Court's of the Province shall have jurisdiction in respect of any matter arising from this Agreement, subject to the provisions of clause 21 relating to dispute resolutions.

**23. DOMICILIUM CITANDI ET EXECUTANDI**

The parties choose the following addresses for the service of correspondence for purpose of this agreement:

\_\_\_\_\_ **YYYYY (Service Provider)**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**And**

**NDLAMBE LOCAL MUNICIPALITY**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either party shall be entitled, on fourteen (14) days notice to the other, to change its *domicilium* to another physical address.

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_\_

FOR THE SERVICE PROVIDER

AS WITNESSES

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

THUS DONE AND SIGNED AT \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 20\_\_\_\_\_

FOR THE MUNICIPALITY

AS WITNESSES

\_\_\_\_\_  
MUNICIPAL MANAGER

\_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_