



KAAP AGULHAS MUNISIPALITEIT
CAPE AGULHAS MUNICIPALITY
U MASIPIALA WASECAPE AGULHAS

NASHUA 

PROFESSIONAL SERVICES AGREEMENT

entered into between

Cape Agulhas Municipality
(hereafter referred to as "the Customer")

and

Hybricode Pty Ltd
(Reg. No 2010/014208/07)

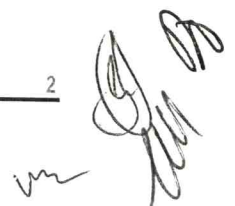
(hereafter referred to as "Nashua Breede Valley")



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1. INTRODUCTION

- 1.1 The Customer will from time to time, or on a permanent basis, for the duration of this Agreement, require Professional Services provided by Nashua Breede Valley at the Client's Premises.
- 1.2 Nashua Breede Valley has the necessary skill and expertise to provide such Professional Services to the Customer on the basis set out in this Agreement.
- 1.3 This Agreement is an enabling Agreement under the terms and conditions of which the parties will , from time to time, or on a permanent basis , agree upon Professional Services to be performed by Nashua Breede Valley in fulfillment of the Customer's requirements. The scope of such Professional Services, the charges thereof and any other specific terms and conditions relating thereto shall be set out in Service Schedules to be concluded between the parties from time to time.

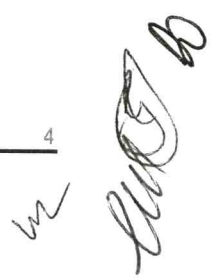
2. INTERPRETATION

The clause headings in this Agreement are for the purpose of convenience only and shall not be taken into account in the interpretation of nor modify the terms of this Agreement.

- 2.1 The following terms and expressions shall have the meaning assigned to them hereunder -
 - 2.1.1 "**the/this Agreement**" means the Agreement as set out herein, together with all appendices and Service Schedules hereto;
 - 2.1.2 "**Confidential Information**" means any information not in the public domain which is possessed by either party including, but not limited to, data, software, trade secrets, Intellectual Property, ideas, processes, software, lists and know-how and any other information whatsoever of a confidential nature which is not in the public domain concerning the business affairs of that party;
 - 2.1.3 "**the Client Premises**" means the business Premises of the Client as set out in each Service Schedule, where-at Nashua Breede Valley shall perform the Professional Services;

- 2.1.4 **“the Client”** means, where applicable the Customer’s Client for whom the Professional Services shall be rendered on the Customer’s behalf, as the Customer’s subcontractor, the details of whom shall be set out in each individual Service Schedule
- 2.1.5 **“the Effective Date”** means the date on which the Professional Services provided by Nashua Breede Valley as set out in each Service Schedule shall commence as detailed in clause 19;
- 2.1.6 **“Intellectual Property”** means all copyright assets, trademark rights (whether registered or not), patent rights, domain names, trade secrets, design rights and other similar intellectual rights of a party;
- 2.1.7 **“Professional Services”** means the services to be rendered by Nashua Breede Valley and chosen by the Customer as more fully set out and agreed to by the parties in each Service Schedule.
- 2.1.8 **“Service Schedule/s”** means those schedules as agreed to between Nashua Breede Valley and the Customer in respect of the Professional Services to be rendered to the Client which is from time to time incorporated into this Agreement and which schedules will contain, without limitation, details of the Professional Services to be provided by Nashua Breede Valley in respect of the Client, fees and charges, any specific timelines within which Nashua Breede Valley must render the Professional Services and any other applicable details relevant to the Professional Services;
- 2.1.9 **“Staff”** means any individual, whether employee or sub-contractor, provided by Nashua Breede Valley to perform the Professional Services as stipulated in this Agreement and its appendices;

2.2 Expressions defined in this clause 2 shall bear the same meaning in any appendices to this Agreement, which do not otherwise contain their own definitions.




3. DURATION

This Agreement shall –

- 3.1 Commence on the date of signature by the party signing last in time and shall remain valid, subject to the remaining provisions of this Agreement for a period of THREE years and upon expiry the client has the option to renew the agreement yearly subject to a performance evaluation process which will be determined by measuring the **"SCOPE OF SERVICES"** on services rendered for the past 12 months as listed on pages 21-22 in this agreement.
- 3.2 A specific Service Schedule shall be operative from the Effective Date stipulated therein and will endure, subject to the provisions of this Agreement, for the fixed term specified therein.
- 3.3 Notwithstanding the provisions of clause 3.1 above, if either of the parties commits a material breach of the terms and conditions of the Agreement, or 3 (three) consecutive non-material breaches in a period of 6 (six) months, and fails to remedy such breach/s, within 8 (eight) hours after receiving notice from the other party to the Agreement requiring such breach to be remedied may terminate this Agreement at any time upon 30 (thirty) days prior, written notice to the other. Any Service Schedule will also simultaneously terminate. For the avoidance of doubt, the Customer shall pay Nashua Breede Valley all fees and charges up to the date of final termination.

4. DUTIES OF THE PARTIES

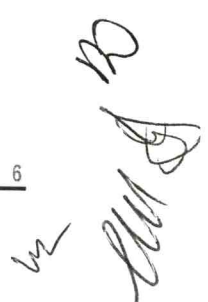
- 4.1 Nashua Breede Valley -
 - 4.1.1 shall assign appropriately qualified and skilled Staff to perform, at the Client's Premises, the Professional Services to be rendered by it in terms of this Agreement and will use all reasonable care to retain the same or similarly qualified Staff for the term of this Agreement;
 - 4.1.2 shall appoint a contact person (who may be the account manager if the Customer elects such an option in terms of the Professional Services) who shall be responsible for all of Nashua Breede Valley's activities under this Agreement and as detailed in each Service Schedule;

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- 4.1.3 shall use its best endeavors to complete all Professional Services to be rendered in terms of this Agreement by no later than the date(s) agreed upon for such completion as set in this Agreement and detailed in each Service Schedule;
- 4.1.4 shall comply with all terms of any mutually agreed upon Service Schedules which may include, but not be limited to, milestones, milestone dates and required deliverables;
- 4.1.5 shall instruct all Staff rendering Professional Services at the Customer's/Client's Premises, to perform the Professional Services in accordance with the Customer's/Client's directives, procedures and schedules when present at the Customer's/Client's Premises;
- 4.1.6 may, with prior approval in writing from the Customer, employ sub-contractors for the execution of a portion of the Professional Services to be rendered, but such sub-contracting shall not relieve Nashua Breede Valley from its obligations under this Agreement and Nashua Breede Valley shall remain responsible for any acts and/or omissions performed by such sub-contractors; and
- 4.1.7 Subject to the Customer's prior written authorisation the Service Provider shall be entitled to make modifications to any computer software or system of the Customer/Client in order to improve its operation and/or reliability or to comply with any legal requirement.

4.2 The Customer -

- 4.2.1 shall make suitably skilled and authorised personnel available in assisting Nashua Breede Valley to effectively and successfully complete the Professional Services;
- 4.2.2 shall appoint a responsible person(s) as more specifically defined in each Service Schedule attached hereto who shall be the primary point of contact and communication with Nashua Breede Valley and shall be responsible for all the Customer's activities relevant to the Professional Services as envisaged in this Agreement or any Service Schedule;
- 4.2.3 shall ensure that the responsible person shall -



- 4.2.3.1 liaise with Nashua Breede Valley's contact person (who may be the account manager if this option is chosen) for the duration of this Agreement;
- 4.2.3.2 upon mutually agreed times be present at the Customer's/Client's Premises when Professional Services are being rendered by Nashua Breede Valley, ;
- 4.2.4 shall ensure that any fault, failure or non compliance of the Professional Services or unacceptable performances and acts on the part of Nashua Breede Valley are brought to the attention of Nashua Breede Valley's contact person timeously to enable Nashua Breede Valley to take suitable corrective action; and
- 4.2.5 Shall grant Nashua Breede Valley, at no cost, access to all data, information, systems and facilities as reasonably required by Nashua Breede Valley to effectively perform its duties and obligations in terms of this Agreement. Such facilities shall include, where it is reasonable and with prior approval from the Customer, suitable workspace and infrastructure for each Staff member assigned to render the Professional Services by Nashua Breede Valley in terms of this Agreement.

5. CHARGES AND PAYMENT

- 5.1 As full consideration for the performance of the Professional Services set out in this Agreement, the Customer shall pay to Nashua Breede Valley the fees specified in each Service Schedule in accordance with the provisions of this clause 5;
- 5.2 Unless Professional Services are to be rendered for a fixed price in terms of a Service Schedule, Nashua Breede Valley shall maintain records of the hours worked by its Staff in the performance of the Professional Services (and the expenses incurred) for which payment will become due by the Customer to Nashua Breede Valley under the provisions of this Agreement;
- 5.3 All fees and charges set out in this Agreement and the Service Schedules are exclusive of value added tax payable in terms of the Value Added Tax Act, 1991, as amended, all of which shall be added as a separate line item to all invoices at the applicable current rate and be payable by the Customer in addition to the amounts set out in this Agreement;

- 5.4 Payment of all invoices shall be made by the Customer within 30 (thirty) days of the invoice date reflected on the relevant invoice without deduction or set-off. It is specifically recorded that the Customer shall be invoiced monthly in advance in accordance with the schedule of payments set out in each Service Schedule. The Customer may not make a full upfront payment for all the Professional Services to be rendered in terms of this Agreement; and
- 5.5 Without prejudice to its other rights and remedies, in terms hereof or at law, Nashua Breede Valley shall be entitled to charge interest on any sum outstanding from the due date for payment thereof to the date of actual payment in full, at a rate of 1% (one per cent) above the prime lending rate, which interest shall be capitalized monthly in arrears. For the avoidance of doubt it is recorded that the "prime rate" shall be the prime rate of the commercial bank of Nashua Breede Valley.
- 5.6 All invoices shall be substantiated by all such supporting documentation as may reasonably be required from the Customer, including but not limited to all duly signed and authorized time sheets of the Staff having rendered the Professional Services

6. WARRANTY

- 6.1 Nashua Breede Valley hereby warrants that -
 - 6.1.1 all Professional services to be supplied under this Agreement will be performed in a diligent, timely and professional manner and with the necessary skill and care as may be reasonably expected having due regard to the requirements of the Customer and/or the Client; and
 - 6.1.2 the execution and performance of this Agreement by Nashua Breede Valley and the rendering of Professional Services do not infringe any rights of a third party or breach any obligation that Nashua Breede Valley may have to any third party.

7. NON SOLICITATION

Neither party shall solicit, whether directly or indirectly any personnel or Staff or sub-contractor of the other party who have been involved in the execution of this Agreement whilst this Agreement remains

in force and for a period of 12 (twelve) months thereafter, save with the prior written consent of the other party.

8. TERMINATION AND BREACH

8.1 Without prejudice to any other remedies which either of the parties may otherwise have in terms of the Agreement or at law, either of the parties shall be entitled to terminate the Agreement forthwith, by written notice to the other, in the event that:

8.1.1 Either of the parties is finally liquidated;

8.1.2 The controlling interest or ownership in either of the parties becomes vested in a competitor of either of the parties. For the purpose of this clause, the party who makes this allegation shall bear the burden to prove same; and

8.1.3 Either of the parties commits a material breach of the terms and conditions of the Agreement, or 3 (three) consecutive non-material breaches in a period of 6 (six) months, and fails to remedy such breach/s, within 8 (eight) hours after receiving notice from the other party to the Agreement requiring such breach to be remedied.

8.2 The termination of the Agreement, for whatever reason, shall not affect the rights of either of the parties:

8.2.1 That may have accrued before the termination of the Agreement; and/or

8.2.2 Which specifically or by their nature survives the termination of the Agreement

8.3 On termination of this Agreement for whatsoever reason:

8.3.1 the Customer shall forthwith pay to Nashua Breede Valley all amounts due for Professional Services actually performed up to the date of termination; and

8.3.2 The performance of all Professional Services will automatically terminate.

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9. ARBITRATION

9.1 Should any dispute arise between parties in connection with this Agreement or which relates in any way to any matter affecting the interests of the parties in terms of this Agreement, that dispute shall, unless resolved amongst the parties to the dispute, be referred to and be determined by arbitration in terms of this clause.

9.2 Any party to this Agreement may demand that a dispute be determined in terms of this clause by written notice given to the other parties in which notice the particulars of the dispute are set out.

9.3 The arbitration shall be held -

9.3.1 in Cape Town in English;

9.3.2 with only the legal and other representatives of the parties to the dispute, reasonably necessary present thereat;

9.3.3 Otherwise in terms of the Arbitration Act, No 42 of 1965, it being the intention that the arbitration shall be held and completed in a summary manner.

9.4 The arbitrator shall be, if the matter in dispute is principally -

9.4.1 a legal matter, a practicing advocate or attorney of Cape Town of at least 15 (fifteen) years' standing;

9.4.2 an accounting matter, a practicing chartered accountant of Cape Town of at least 15 (fifteen) years' standing; and

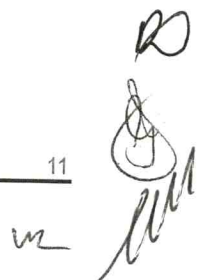
9.4.3 or any other matter, any independent person.

agreed upon between the parties to the dispute.

- 9.5 Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (seven) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 9.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after giving written notice in terms of 9.2, the arbitrator shall be appointed at the request of either party to the dispute by the President for the time being of the Transvaal Law Society according to the provisions of 9.4.
- 9.7 The decision of the arbitrator shall be final and binding on the parties, who shall summarily carry out that decision and either of the parties shall be entitled, at such party's cost, to have the decision made an order of any court with competent jurisdiction.
- 9.8 The provisions of this clause -
- 9.8.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw there from or claim at any such proceedings that it is not bound by such provisions; and
- 9.8.2 Are severable from the rest of this Agreement and shall remain in effect despite the termination of or invalidity for any reason of this Agreement.
- 9.9 No clause in the Agreement which refers to arbitration shall be deemed to mean or be interpreted to mean that either of the parties shall be precluded from obtaining interim relief on an urgent basis from a Court of competent jurisdiction pending the decision of the arbitrator.

10. CESSION

Neither party shall be entitled to cede, delegate, assign or in any other manner dispose of any of its rights, duties or obligations in terms of this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

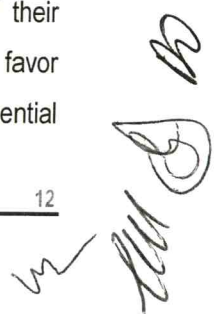


11. FORCE MAJEURE

- 11.1 Neither party shall be liable to the other party for any failure to fulfill its obligations hereunder where such failure is caused by circumstances beyond the reasonable control of such party, the occurrence of which could not have been reasonably foreseen at the Effective Date and which, despite the exercise of diligent efforts, such party was unable to prevent, limit or minimize, including (without limitation) any act of God, war (whether declared or not), military operations, insurrection or civil disorder, riot, strikes, civil commotion, invasion, armed conflict, hostile act of foreign enemy, act of terrorism, sabotage, radiation, chemical contamination, plague or other serious epidemic, national or local emergency, fire, flood, lightning, explosion or any other such cause (each an **“event of force majeure”**).
- 11.2 The party affected by an event of force majeure shall promptly notify the other in writing of the occurrence of an event of force majeure and the estimate extent and duration of such party’s inability to perform its obligations as envisaged in 11.1.
- 11.3 Upon the cessation of circumstances leading to the event of force majeure, the party affected by such event of force majeure shall promptly notify the other of such cessation.
- 11.4 In the event of any delay caused by an event of force majeure, the time for performance of any Professional Services shall automatically be extended by a time period equal to the extent and duration of the event of force majeure or by such time as may be necessary to take account of the effects of such event of force majeure, whichever is the longer.
- 11.5 If, as a result of an event of force majeure, the performance of a party’s obligations under this contract is only partially affected, such party shall nevertheless remain liable for the performance of those obligations not affected by the event of force majeure.

12. CONFIDENTIALITY

- 12.1 Having regard to the fact that the parties may from time to time disclose some or all of their Confidential Information to one another, each party hereby irrevocably agrees and undertakes, in favor of each other party, and in order to protect each party’s proprietary interests in and to its Confidential Information -



- 12.1.1 not, during the existence of this Agreement or at any time thereafter, to use, divulge or disclose, directly or indirectly any person or entity whatsoever, in Any form or manner whatsoever, either directly or indirectly, the Confidential Information of any other party (or any portion thereof) that may have been disclosed or communicated to or acquired by the recipient;
- 12.1.2 not, during the existence of this Agreement or at any time thereafter, to use, exploit, permit the use of or in other manner whatsoever apply the Confidential Information of any other party (or any portion thereof) for its own benefit or for any other purpose whatsoever other than for the purpose for which it was disclosed and otherwise than in accordance with the provisions of this Agreement; and
- 12.1.3 During the existence of this Agreement and at all times thereafter, to maintain in secrecy all Confidential Information of the other party's which may have been disclosed or communicated to or acquired by the recipient.
- 12.2 Notwithstanding the provisions of 12.1, any party shall be entitled to disclose the Confidential Information of another party to such of its shareholders, directors, employees and/or agents ("**associated parties**") as may be necessary for the purpose for which that Confidential Information was disclosed to it for purposes of operating and executing the professional service, provided that the relevant party disclosing same shall take whatever steps are reasonable and necessary to ensure that such associated persons agree to abide by the terms of this Agreement.
- 12.3 Each party hereby -
 - 12.3.1 undertakes to take all such steps as may be necessary to prevent the Confidential Information of another party (or portion thereof) falling into the hands of unauthorized third parties;
 - 12.3.2 Accepts responsibility for all of its associated parties in relation to the Confidential Information of another party.

- 12.4 Information which is acquired by a party pursuant to the implementation of this Agreement, in whatever form or from whatsoever source (specifically including, but not limited to, information verbally communicated), shall be deemed to be Confidential Information and shall be subject to the provisions contained herein.
- 12.5 The above undertakings relating to confidentiality and non-disclosure shall not apply to any information which -
- 12.5.1 is known to either of the parties prior to the date that it was received from the other party; or
 - 12.5.2 is known to the public or generally available to the public prior to the date that it was disclosed by either of the party's to the other; or
 - 12.5.3 becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the parties to the other, through no act or failure to act on the part of the recipient of such Confidential Information;
 - 12.5.4 Either of the party's, in writing authorizes the other to disclose."
- 12.6 In order to protect the Confidential Information of the parties, each party hereby undertakes -
- 12.6.1 To claim in writing and enforce similar confidentiality undertakings from all its associated parties to whom the Confidential Information of another party (or portion thereof) has been disclosed.

13. LIMITATION OF LIABILITY

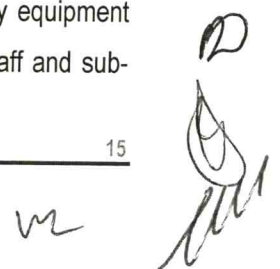
- 13.1 In no event will either party be liable to the other hereunder (by way of indemnity or otherwise) for any loss of goodwill, production, anticipated savings, or other any type of indirect or consequential loss, damage, injury or expense.
- 13.2 The liability of Nashua Breede Valley for any faulty or defective execution of the Professional Services rendered in terms of the Agreement, gross negligence or willful actions on behalf of Nashua Breede

Valley as well as all damages, loss and liability of whatsoever nature, howsoever arising, suffered by the Customer, whether direct or indirect, as a result of the faulty or defective rendering of such Professional Services, will be limited to Nashua Breede Valley rectifying, within a reasonable time and free of charge, (subject to paragraph 13.3 below) faults or defects caused by Nashua Breede Valley as a result of the Professional Services, provided that Nashua Breede Valley is notified in writing of the faulty or defective execution of the Professional Services immediately and in any event no later than 7 (seven) days after such faulty or defective execution of the Professional Services coming to the knowledge of the Customer;

- 13.3 Nashua Breede Valley shall not be liable for failures occurring from attempts by the Customer or any third party correcting or attempting to correct a faulty execution of the Professional Services.
- 13.4 Notwithstanding anything to the contrary contained in this Agreement, the parties total liability to each other from whatsoever cause shall be limited to the amounts actually paid to Nashua Breede Valley by the Customer under and in terms of this Agreement.
- 13.5 Without limiting the generality of the a foregoing, Nashua Breede Valley shall not be liable for any data integrity, data loss nor for any delay, failure, breakdown, damage or injury caused by:
 - 13.5.1 Software, programs and support services supplied by or obtained by the Customer from any third party; or
 - 13.5.2 Software or programs modified by the Customer or any third party without the prior written consent of Nashua Breede Valley;
 - 13.5.3 The actions or requirements of any telecommunication's authority or a supplier of telecommunications services or software.

14. INDEMNITY

- 14.1 The Customer hereby indemnifies and agrees to hold Nashua Breede Valley harmless for any loss, claim or damage to any person or property arising out of the use or possession of any equipment supplied by the Customer and/or the Client utilized by Nashua Breede Valley and its Staff and sub-contractors in the execution of the Professional Services.



14.2 Each party hereby indemnifies and holds the other party harmless from any and all losses, expenses, costs, damages and claims arising out of or in connection with injury or death to any of its employees and subcontractors in any way sustained in connection with or by reason of the performance of such party in the execution of this Agreement. This indemnity shall, however, not apply where such losses, expenses, costs, damages, injury or death arise or is attributable to the gross negligence or willful or fraudulent intent of the other Party, its employees or subcontractors.

15. OWNERSHIP OF MATERIAL

15.1 Nashua Breede Valley hereby licenses the Customer and the Client to use all Intellectual Property created or to be created by Nashua Breede Valley in terms of this Agreement on a non-exclusive and non-transferable basis in South Africa only.

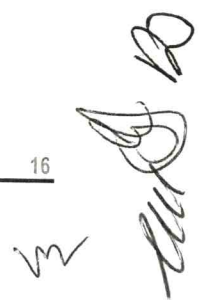
15.2 Save for the rights granted to the Customer in terms of clause 15.1, all title in and to all documentation or Intellectual Property or other creative works prepared by Nashua Breede Valley and all information contained therein or in any copies thereof are and shall remain the sole and exclusive property of Nashua Breede Valley. In this regard the Customer hereby recognizes and agrees that all such documentation and creative works all portions, reproductions, corrections, modifications and improvements thereof are -

15.2.1 the exclusive and propriety property of Nashua Breede Valley;

15.2.2 deemed to be the trade secrets of Nashua Breede Valley; and

15.2.3 Provided to the Customer in confidence.

15.3 The Customer shall reproduce and include all copyright and other proprietary notices on all copies; whole or part, in any form, of any documentation or other creative work referred to in 15.1 and 15.2 made by the Customer.



16. GENERAL

- 16.1 This Agreement read with its appendices constitutes the sole record of the Agreement between the parties in regard to the subject matter hereof and supercedes all previous Agreements between the two parties.
- 16.2 No party shall be bound by any representation, warranty, undertaking, promise or the like not recorded in this Agreement.
- 16.3 No addition to, variation or consensual cancellation of this Agreement shall be of any force or effect unless done in writing and signed by or on behalf of all parties.
- 16.4 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 16.6 During the period of this Agreement, either party shall be entitled to make written suggestions to the order for an amendment to a Service Schedule to be rendered in terms of this Agreement or the other terms and conditions of the Agreement.
- 16.7 No indulgence, leniency or extension of right, which either of the parties may have in terms of this Agreement, and which either party ("the grantor") may grant or show to the other party, shall in any way prejudice the grantor, or preclude the grantor from exercising any of the rights that it has derived from this Agreement, or be construed as a waiver by the grantor of that right..
- 16.8 In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 16.9 This Agreement does not constitute either of the parties an agent or representative of the other for any purpose whatsoever and neither of the parties shall be entitled to act on behalf of, or to represent the other unless duly authorized thereto in writing.
- 16.10 All appendix' and Schedules hereto are subject to the terms and conditions of this Agreement save where the context clearly indicates the contrary and in the event of a conflict arising between the Service

Level Agreement and the Appendix' hereto the terms and conditions of the Service Level Agreement shall prevail.

- 16.11 Tender documentation, hereby referred to as T8/2015, inclusive of all terms, conditions and specifications as set out in Tender requirements continue to apply to the contract and the duration thereof, and that any variation or failure to comply thereof, will amount to a breach of this agreement, unless approved in writing by the Municipality.

17. DOMICILIA AND NOTICES

- 17.1 The parties choose domicilia citandi executandi ("domicilium address") for all purposes arising from or pursuant to this Agreement, as follows -

Nashua Breede Valley at: 31 Riebeeck str, Worcester, Western Cape, 6850
Telephone number: +27 23 342 7480
Fax number:

Customer at: 1 Dirkie Uysstreet, Bredasdorp, 7280
Telephone number: +27 28 425 5500
Fax number: +27 28 424 1019
Attention: M. Moelich

- 17.2 Any party shall be entitled from time to time, by written notice to the other(s), to vary its domicilium address to any other address within the Republic of South Africa which is not a post office box or poste restante, provided that such notice is received by the addressee at least 14 (fourteen) days prior to such change taking place.
- 17.3 All notices given in terms of this Agreement shall be in writing.
- 17.4 Notwithstanding anything to the contrary or implied in this Agreement, a written notice or communication actually received by one of the parties from another, including by way of telefacsimile transmission, shall be adequate written notice or communication to such party.



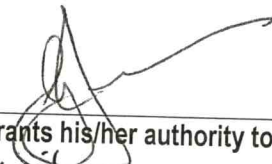
18. ACCEPTANCE AND AUTHORISATION

SIGNED at BREDASDORP on the 8 day of APRIL 2015

AS WITNESSES:

NASHUA BREEDE VALLEY PTY (LTD)

1. _____
2. _____





 - who warrants his/her authority to sign

SIGNED at Bredasdorp on the 09th day of April 2015

AS WITNESSES:

CLIENT

1. 
2. 

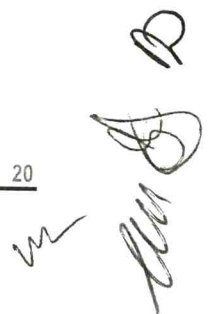


 - who warrants his/her authority to sign

19. PART 2: NASHUA BREEDE VALLEY SERVICE LEVEL AGREEMENT

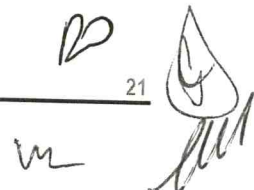
SERVICE SUMMARY

Contract Type	SLA Service and Support Contract
Commencement Date	1 June 2015
Minimum Contract Period	36 months
Client	Cape Agulhas Municipality
Services Monthly Rate	All rates will be fixed and added as an addendum to this agreement and payment will be subject to the prior submission of a quotation and approval from the Customer
Rate per hour	All rates will be fixed and added as an addendum to this agreement
Contract Times	Monday - Friday Time: 8h00 – 17h00
Additional Hours	Overtime: (before) 08h00 – 17h00 (after) Mon - Fri Weekend Time: Saturday / Sunday / Public Holiday Any after hour services will be quoted and submitted to the client for approval before commencement of services



20. SCOPE OF SERVICES – SERVICES & SUPPORT WILL INCLUDE:

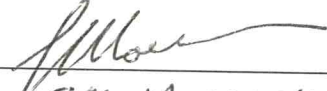
- *Toners must be included*
- *User codes are mandatory for device management of copying, printing scanning and faxing*
- *Devices to be able to do lock print for better document management and security purposes over a shared network*
- *Hard drive should be included for handling of larger quantities*
- **Must have** *a Local Support Office in the Municipal area*
- **Must have** *a Local Technician in the Municipal area*
- *Local (in Municipal Area) Engineering staff to be fully trained and qualified in national Comptia office automation Printing and Document Imaging accreditation (PDI+).*
- *May provide leased machines at cost per copy without rental per month, on month till month terms, not exceeding the 36 month term of the main agreement (i.e. refurbished machines)*
- *Engineering staff must be able to physically respond within 1 hour 30 Minutes*
- *Repaired, replaced or temporary machine within 4 business hours. In case of temporary machine supplied this should revert back to original or same model within in 4 working days at cost to supplier*
- *No unit may be effectively down for more than 4 hours without replacement/backup unit*
- *Software must be supplied to proactively monitor devices on multiple networks for toner levels and malfunctioning with alert notification to both supplier and municipality on above events*
- *Multifunctional devices must allow volume and user administrated management through a quota system assuring proper cost control supplying individual users or groups with monthly credit allocation*
- *Devices must be enabled with remote fax allowing fax documents to be send through a centralized unit on the network utilizing one fax line for multiple devices*
- *All incoming fax documents must be received and re-distributed by one individual for better control*
- *Hardware Infrastructure*
- *Software Infrastructure (operating systems and the operation of core server/desktop productivity applications).*




- Installation, setup and deployment of new equipment and services
- Scheduled meetings/reports with nominated I.T personnel to review the SLA performance and usage
- All conditions and specifications as set out in Tender requirements continue to apply to the contract

M
MSB

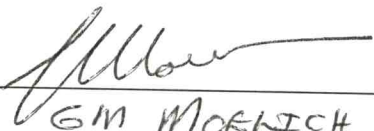
21. PRINCIPAL CONTACTS

A) Primary Financial Contact (authorized signer) – Signature - 
Name :- GM MORKICH

B) Primary Technical Contact (Client on-site project manager, responsible for prioritization of projects and tasks, authorization to schedule work and act on-behalf of Primary Financial Contact) –


Signature - 
Name - W van Zyl

C) Billing Contact (invoices will be sent to this person at the client. This contact is authorized to request service orders and materials purchases from Nashua Breede Valley –

Signature - 
Name - GM MORKICH

D) Additional Authorized Contact(s) – Please list any additional employees beyond (A) and (B) above who can request and authorize service orders and materials purchases from Nashua Breede Valley

Signature - 
Name - W van Zyl

Signature - 
Name - SS NGWENI

27345

MASTER RENTAL AGREEMENT

Agreement No

NASHUA
serving you time, saving you money, putting you first.

BREDEVALLEI

Hybrcode (Pty) Ltd t/a Nashua Bredevallei
31 Riebeeck Street, Worcester, 6850
31 Riebeeck Street, Worcester, 6850
Vat No: 4530257403 Reg No: 2010/014208/07 Tel: 023 100 0000 Fax: 023 342 8742

USER

Name/Legal Persona Cape Agulhas Municipality

Trading as

Registration No

Physical Address 1 Dirkie Uys Street VAT Reg No
Bredaebadip, 7280

Postal Address P.O. Box 51, Bredaebadip, 7280

E-Mail Address info@capeagulhas.gov.za

Telephone No 028 - 425 8800

Fax No 028 - 425 1019

SURETY I/We hereby bind myself/ourselves as surety/ies and co-principal debtor(s) in accordance with the suretyship herein and conditions set overleaf which have been read and understood by me/us, and hereby choose the below address as my/our *domicilium citandi et exequandi*

1. Full Names of (Address)	1. Signature	Witness Signature
2. Full Names of (Address)	2. Signature	
3. Full Names of (Address)	3. Signature	
	ID No	Print Full Name

SCHEDULE TO THE MASTER RENTAL AGREEMENT, the terms and conditions of which shall apply hereto as though specifically set forth herein

Description of Goods	Serial Number	Monthly Rental excluding VAT
<u>Advertisement as per tender: SCM</u>	<u>16/2014/15</u>	<u>R 28 065.00</u>
<u>Subject to Government Procurement</u>		
<u>General Conditions of Contract: 78/2015</u>		

VAT TOTAL R 39 29.10
R 31 994.10

Rentals payable monthly in advance from the Commencement Date.

Initial Rental Period 36 months

Annual Rental Increase 0 % Select with X

<input checked="" type="checkbox"/> FIXED	<input type="checkbox"/>
<input type="checkbox"/> VARIABLE	<input type="checkbox"/>

SEE CLAUSE 7.2

Commencement Date April 2015 JUNE 2015

User confirms that this payment plan was complete and that the terms and conditions overleaf have been read at the time of signature. User Signature

DEBIT ORDER AUTHORIZATION, we request the Rentor or its Cessionary to draw against my / our bank account, wherever it may be the amount due in terms of this Rental Agreement.

Bank _____ Branch Code _____

Branch _____ Account No _____ Signature _____ Signature _____

Name of Account Holder _____ Print Full Name _____ Print Full Name _____

The User hereby warrants that payment of the first rental shall constitute an acknowledgement by the User that the Goods are in proper working order and correctly installed.

ACCEPTANCE CERTIFICATE User hereby irrevocably declares to the Rentor that the Goods described in schedule above have:

- (a) Been delivered and installed in accordance with the conditions of the Agreement.
- (b) Where applicable has been subjected to all field operating and/or similar tests which have now been completed and the results are completely satisfactory.
- (c) Been inspected, are in good order and condition, free from defect and ready for use in every aspect.
- (d) That no representations, undertakings or warranties not specifically contained herein are binding on the Rentor. User acknowledges that User was referred to the Rentor by the supplier of the Goods and that the Rentor has purchased the Goods from the supplier at the User's special instance and request. Accordingly User hereby indemnifies Rentor against that may be made against Rentor, or for any loss that the Rentor may sustain arising out of or in relation to the purchase by Rentor of the Goods from the supplier or the ownership thereof.
- (e) User confirms that the serial number(s) on the Goods correspond with the serial number(s) on the schedule.

Signed at _____ on this _____ day of _____ 20 _____
Witness Signature _____ User Signature _____

TO BE COMPLETED BY THE PERSON SIGNING THE AGREEMENT

I, _____ the person signing the above Agreement on behalf of the User in his/her capacity as _____ of the User, hereby certify, warrant and agree that:

- 1. I have been duly authorized to sign the document on behalf of the User.
- 2. I have been afforded sufficient opportunity to read the contents of the above Agreement, and have read it.
- 3. No representation has been made to me by the Rentor or any of its representatives or agents as to the meaning of the contents of the Agreement or any variations therefrom.

This Rental Agreement is executed at _____ on this _____ day of _____ 20 _____

On behalf of User

Signature _____

Name (Print) _____

Witness [Signature]

Name (Print) GM MOHLICH

Company Stamp

On behalf of Rentor

Signature [Signature]

Name (Print) DAVID JONES

Witness [Signature]

Name (Print) RENE COFFEE

1. User hereby hires from the Rentor, which hereby rents, subject to the terms and conditions set out herein and in the schedule/s which is/are or may, from time to time, be annexed hereto, the Goods described in the schedule/s for the rentals payable as set out in the schedule. The conditions of this master agreement shall apply mutatis mutandis as set out in the schedule. The conditions of this master agreement shall be described in each and every schedule which the parties may enter into and the Goods described in the conditions of this agreement were incorporated in each and every such schedule. The conclusion by the parties of each schedule shall create a separate and independent agreement in respect of the Goods described in such schedule.
2. Ownership of the Goods shall vest in the Rentor at all times and nothing in this agreement shall be construed as conferring on the User or any other person on its behalf any right, title or interest in the Goods other than as User. The User shall not acquire ownership on the delivery or during or after the termination of this agreement for any reason whatsoever.
3. If two or more Users sign this agreement, their liability shall be joint and several and if this agreement is not signed by all persons named as Users, or by all partners of User in the event of a partnership, this agreement shall nonetheless be and remain binding on all the Users who signed this agreement or on User being a partnership.
4. 4.1 The User warrants, such warranties being material and going to the root of this agreement, that all and any information supplied to the Rentor by the User or anyone on its behalf concerning the User's business in whatever form, is true and correct in all material aspects, in particular, all information so supplied to the Rentor during its investigation prior to the commencement date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts. The User further warrants that all such information as may be presented to the Rentor will be true at the relevant time, and will remain true and correct in every material aspect.
- 4.2 The User warrants that the rentals are wholly or partly deductible from User's income under Part 1 of Chapter 11 of the Income Tax Act No. 58 of 1962.
- 4.3 All warranties implied by the common law are expressly excluded.
- 4.4 The Goods have been acquired by the Rentor at User's request and solely for the purpose of renting the Goods to User. The Goods and the supplier have been selected by User who has also negotiated all the specifications, warranties and guarantees required by it directly with the supplier. Rentor makes absolutely no warranties or representations whatsoever whether expressed or implied to User as to the condition of the Goods for any purpose whatsoever and the Goods are rented totally voetstoets by User.
- 4.5 User is not liable for any residual and/or balloon payment/s during or on expiry of this agreement.
5. 5.1 Signature by User of the acceptance certificate shall be an acknowledgement that User has fully inspected and approved the Goods and that same are in every way satisfactory to User and that the Goods were duly delivered to User.
- 5.2 Delivery of the Goods shall be for the User's costs. The User shall accept the Goods on Rentor's behalf so that ownership of the Goods shall pass to Rentor and shall hold the Goods for and on behalf of the Rentor for the entire duration of the agreement.
- 5.3 User shall be deemed to accept the Goods on behalf of the Rentor when the Goods are delivered by the supplier to the User and User acknowledges that the Goods are delivered by the supplier thereof to the User acting as receiving agent on behalf of Rentor.
- 5.4 User shall have absolutely no claim of any nature whatsoever against the Rentor nor shall User be entitled to cancel this agreement if after having signed the schedule and acceptance certificate it subsequently transpires that the Goods, or any part thereof, are for any reason unacceptable to User.
6. It is specifically recorded and agreed between the parties that this agreement applies only to the hiring of the Goods and that the rentals stipulated in the schedule do not include any payment in respect of maintenance. The parties specifically agree that any maintenance agreement in respect of the Goods is a separate and distinct agreement from this agreement and the renewal or cancellation of such maintenance agreement shall not affect the terms of this agreement. User shall not be entitled to withhold compliance with its obligations under this agreement because of any dispute in relation to the maintenance agreement and/or because of any nonperformance in terms of the maintenance agreement.
7. 7.1 For all purposes of this agreement, prime shall mean the publicly quoted basic rate of interest per annum at which Rentor's bankers will lend on overdraft, as certified by a manager of the said bankers, whose appointment it shall not be necessary to prove.
- 7.2 The rentals payable in terms of this agreement and the schedule/s are based on prime. Should prime increase during the term of this agreement, Rentor shall, with effect from date of such increase, adjust the rentals payable in terms of this agreement. This adjustment is in addition to the annual increase of the rentals as stipulated in the schedule/s.
- 7.3 If so required by the Rentor, User shall complete and deliver to Rentor a bankers debit order document in such form as Rentor may require for purpose of payment of future rentals, and/or any other sums payable under this agreement. The debit order shall not be construed or regarded as substituting, varying or novating User's obligations under the agreement. Notwithstanding the foregoing, User's signature hereto constitutes User's authority to Rentor or its cessionary to draw against User's bank account, wherever it may be, all amounts due in terms of this agreement.
- 7.4 In the event of any change in any law or regulation or in the interpretation thereof, resulting in an increase to Rentor in any cost factor in providing or maintaining this agreement, Rentor shall be entitled to increase the rental payments by such amount as necessary in order to recover such increased cost.
- 7.5 User acknowledges that in terms of Value Added Tax Act, value added tax (VAT) at the prevailing rate as at date of signature hereto has been included in each rental. In the event of any change in the rate at which VAT is payable and/or in the amount of VAT payable in respect of the rental payments, the rentals which fall due on or after the date of the said change shall be recalculated accordingly and the said recalculated rentals shall substitute the rentals which were calculated at the old rate.
8. 8.1 User shall insure the Goods for the duration of this agreement with a registered insurer and /or through an intermediary both of User's own choice, on a comprehensive basis for the replacement value plus VAT, under an insurance policy. The User shall ensure that the Rentor's interests are endorsed on the said policy/ies, and shall at all times comply with all the terms and conditions of such policy/ies. User hereby cedes to the Rentor as security for its obligations under this agreement all its right, title and interest in and to said policy/ies. In the event of the User failing to furnish the Rentor with proof of such insurance or in the event of the policy/ies becoming of no force or effect for any reason whatsoever the Rentor shall be entitled (but not obliged) to insure the Goods and to reclaim the amount of such premiums and /or excesses from the User upon demand.
- 8.2 User shall notify Rentor immediately in writing if the Goods or any part thereof are lost, stolen or damaged and shall do all that is necessary for the successful submission of a claim to the insurers.
- 8.3 If any of the Goods, rented in terms of this agreement, are lost or stolen and not recovered within a period of 21 (twenty-one) days after such loss or theft or, in the Rentor's sole discretion, are damaged beyond repair, this agreement shall terminate forthwith in respect of such Goods, provided that such Goods may, at Rentor's election, be replaced in which event this agreement shall apply mutatis mutandis to such replacement Goods.
- 8.4 On termination of this agreement in terms of 8.3 the User shall forthwith pay to the Rentor all rentals which would have fallen due in terms of this agreement from the date of termination until the earliest possible date on which this agreement could have terminated by notice, together with any / all other amounts due.
9. If User defaults in the punctual payment of any monies as it falls due in terms of this agreement; or fails to comply with any of the terms and conditions of, or its obligations under this agreement; or commits any act of insolvency, or being a natural person, assigns, surrenders or attempts to assign or surrender his estate; or allows a default judgement to remain unsatisfied for a period of seven days or be refused rescission within fourteen days of any default judgement, or is sequestrated or placed under business rescue or wound up, whether provisionally or finally, or abandons the Goods; or compromises with any of its creditors or endeavours or attempts to do so; or makes any incorrect or untrue statement or representations in connection with this agreement or User's financial affairs or any particulars relevant thereto; or breaches any warranty given in terms of this agreement; or does or allows to be done anything that might prejudice Rentor's rights, under this agreement, then and upon the occurrence of any of these events Rentor may elect without prejudice to any of its rights to;
 - 9.1 Immediately terminate this agreement, take possession of the Goods, retain all amounts already paid by User and claim all amounts which are in arrears at date of termination together with as preestimated liquidated damages, the future rentals which would have fallen due in terms of this agreement from the date of termination until the end of the period stipulated in the schedule on which this agreement could have terminated by notice, or;
 - 9.2 Without terminating this agreement, claim immediate payment of all amounts which are due and/or all rentals which would have fallen due in terms of this agreement until the earliest possible date on which this agreement could have terminated by notice, all of which shall be immediately due and payable. The Rentor shall, pending payment of those amounts, be entitled to be possessed of the Goods and to retain possession thereof on condition that against such full payment the Rentor shall return the Goods or similar Goods to the User who shall not be entitled to any rebate or abatement of rentals of other amounts by reason of its loss of possession.
 - 9.3 User shall pay the Rentor interest on any amounts owing in terms of clause 9.1 and 9.2 at 6% above the publicly quoted prime interest rate of the Rentor's bankers at the nominal annual rate compounded monthly. Said interest shall accrue from due date for payment to date of payment receipt by Rentor.
 - 9.4 Rentor may appropriate any payments made by or on behalf of User to any indebtedness of whatsoever nature of User to Rentor.
10. 10.1 Rentor may, without any notice to User, assign and/or transfer all or any parts of its right, title and interest in and to this agreement and/or ownership of the Goods to any person whatsoever and unless the context otherwise indicates, any reference to Rentor in this agreement shall be deemed to include its cessionary or delegatee.
- 10.2 The Rentor hereby cedes to the User who accepts cession thereof, all claims which the Rentor may have against the Suppliers of Goods and all components thereof and the supplier of all services in connection therewith arising out of any express or implied guarantee, warranty or undertaking as to the condition state or quality of the Goods or any part thereof or as to the fitness or suitability thereof for any purpose whatsoever or arising out of any latent or patent defect in the Goods.
 - 10.2.1 The cession in terms of 10.2 operates as a complete and absolute discharge of any liability of the Rentor to the User in respect of any corresponding claim which is not excluded by this agreement.
 - 10.2.2 Nothing contained in this agreement shall derogate from the User's obligations in terms of this agreement notwithstanding that it may have no right against the suppliers of the Goods or components thereof or of the services in connection therewith in terms of any of the Rentor's rights ceded to the User in terms of this agreement.
 - 10.2.3 The Rentor makes no warranties or representations as to the validity or enforceability of any right it may have against any of the suppliers.
 - 10.2.4 The cession of rights against the suppliers in terms of this clause shall ipso facto terminate on termination of this agreement and the rights hereby ceded shall ipso facto be deemed to have been received by the User to the Rentor.
11. A certificate signed by any manager of the Rentor (whose appointment need not be proved by Rentor) as to the amount due and/or owing by the User in terms of this agreement shall be prima facie proof of all the matters therein stated for all purposes.
12. 12.1 User shall, on termination of this agreement by notice, return the Goods together with all applicable documents to Rentor at User's cost and expense.
- 12.2 Upon the return of the Goods, per 12.1, User shall have no further right or interest in the Goods.
- 12.3 Notwithstanding the provisions of this agreement should User, in breach of its obligations, fail to return the Goods on termination of this agreement, then in addition to any other claims that Rentor may have against User pursuant thereto, User shall be liable to continue to pay the rentals to Rentor as if the agreement had not been so terminated.
- 12.4 This agreement commences on the commencement date set out in the schedule and shall continue indefinitely until terminated by either of the parties giving the other one calendar month's written notice of termination, provided that, no notice may be given to expire before the effluxion of the Initial Rental Period stipulated in the schedule.
13. 13.1 User shall at all times keep the Goods in its possession and under its direct control and shall take all reasonable care in the use of Goods. User shall at its own expense maintain the Goods in proper working order and keep the Goods free from attachment, hypothec, or other legal charge or process. User shall not sell, let, loan, pledge, transfer or otherwise encumber or alienate the Goods in any way or permit any lien to arise in respect of the Goods, and shall not cede, assign or delegate any of its rights or obligations in terms of this agreement. The Goods shall be operated at User's cost and controlled only by properly trained, licensed and qualified persons. User shall comply with the specifications, instructions and recommendations of the manufacturer for the operation, service, maintenance and/or repair of the Goods or any part thereof.
- 13.2 User may not materially alter or modify the Goods. Any part or accessory added to the Goods shall become the Rentor's property without any compensation.
- 13.3 User shall at reasonable times permit the Rentor or its representative to inspect the Goods.
- 13.4 User shall at its own expense apply for licenses, certificates, consents or exemptions that may be required for or in connection with ownership or use of the Goods.
- 13.5 User admits and agrees that the Goods are movable and are installed with the purpose that the Goods shall remain movable and that they shall under no circumstances accede to any property.
- 13.6 User shall have the rights to upgrade the Goods or any part thereof, subject to Rentor's or its Cessionary's prior written consent thereto.
- 13.7 The Goods shall not, without the Rentor's prior written consent, be removed from outside the boundaries of the Republic of South Africa.
14. The Goods will be kept at the address stated on this agreement and User shall forthwith upon signature of this agreement notify Rentor in writing the name and address of any other premises to which the Goods are moved and of the name and address of the owner of such premises. User shall also notify Rentor immediately of any changes that may occur from time to time in the leasehold or ownership of the premises upon which the Goods may from time to time be installed or kept. User is obliged to obtain the required permission for the installation of the Goods on the premises referred to.
15. 15.1 No relaxation or indulgence granted by the Rentor to User shall be regarded as a renunciation of any of the Rentor's rights and shall not in any way prevent the Rentor from enforcing such rights. This agreement is the entire and complete agreement between the parties. No agreement differing from the terms and conditions of this agreement shall be of any force or effect unless it is in writing and signed by the parties of this agreement.
- 15.2 Insofar as certain identification details are not known on the signature date the Rentor is authorised to complete the schedule/s when such details become known and User agrees that details so completed shall be binding on User.
16. This agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
17. 17.1 User consents to the jurisdiction of the magistrates court having jurisdiction over its person, irrespective of the amount in dispute. Should Rentor choose to institute action in any other court, Rentor shall not be limited to recovering costs on the magistrates court scale.
- 17.2 In the event of the Rentor instructing its attorneys to take steps to enforce any of its rights under this agreement, User shall pay to the Rentor on demand such collection charges and other legal costs on an attorney and own client basis which shall be lawfully charged by the attorneys.
18. The User chooses domicilium citandi et executandi for all purposes at User's address as stated on this agreement. User may change its domicilium by written notice delivered by hand or sent by registered post to Rentor. Any notice delivered by hand or sent by registered post to User's domicilium shall be deemed to have been received on date of delivery, if delivered by hand, or on the seventh day of posting, if sent by registered post.
19. The User consents to the Rentor or its cessionary making enquiries about the User's credit record with any credit reference agency and any other party to confirm the details on this application. The Rentor or its cessionary may also provide credit reference agencies with regular updates regarding how the User manages its account including their failure to meet agreed terms and conditions. The User consents that credit reference agencies may, in turn, make the records and details available to other credit grantors. The Rentor or its cessionary may also give this information to any person, who, in its opinion, needs it to carry out any of the Rentor or its cessionary's rights or duties in terms of the contract or any law pertaining to the products the User has requested.
20. The User authorises the Rentor to complete any blank spaces in the Schedule relating to the Commencement Date and the serial numbers and other identification of the Goods. The User also authorises the Rentor to rectify any manifest errors contained in this agreement and/or schedule/s. The Rentor undertakes to give the User written notice of any rectifications made to this agreement and/or schedule/s and of any blank spaces completed in the schedule/s in terms of this clause, and to send the User a copy of the completed and/or corrected agreement and/or schedule/s.

SURETYSHIP, TERMS AND CONDITIONS

I/We the surety/ies listed in the suretyship section of this agreement overleaf, do hereby bind myself/ourselves jointly and severally as surety/ies and co-principal debtor/s in solidum for all amounts which are now or might in the future become payable by User to Rentor or its cessionary in the event of a cession, which may become owing for any reason whatsoever or howsoever arising as continuing covering security for all debts which may become owing by the User to the Rentor both current and future. I/We renounce the benefits of excussion, division and cedendum actionem, the nature and extent of which I/We acknowledge myself/ourselves to be aware. No extension of time or indulgence that may be granted to User at any time, nor any release of any other security or suretyship shall in any way affect my/our liability hereunder. I/We consent to the jurisdiction of the Magistrates Court provided that the Rentor shall be entitled to institute action in any other court. I/We agree to make payment of any legal costs that may be awarded against me/us on an attorney and client scale. I/We indemnify and hold the Rentor and its cessionary, in the event of a cession, harmless against any claim arising out of or incidental to this agreement, to its breach or its termination for any reason whatsoever. I/We warrant and represent that I/We have received and will continue to receive adequate value for the granting of this suretyship. I/We hereby agree that where it is contemplated that more than one person will sign as surety, one or any of us who may have signed as surety/ies shall be bound in solidum irrespective of whether or not the other or others referred to will have executed this document or become bound in terms hereof. I/We agree that no termination, cancellation, limitation or variation of my/our obligations in terms of this suretyship shall be of any force or effect unless it is agreed to in writing and signed by Rentor or its cessionary, in the event of a cession in terms of this agreement. A certificate signed by any manager of Rentor (whose appointment need not be proved by Rentor) as to any amount due and/or owing by the surety/ies in terms of or arising out of this agreement shall be prima facie proof of all the matters therein stated for all purposes.

INITIALS OF BOTH PARTIES

NASHUA

BREDE VALLEI

Nashua House
31 Riebeeck Str
Worcester, 6850
Tel: 023 342 7481
Fax: 023 342 8243

ADDENDUM NO: **1** TO THE MAIN AGREEMENT OF HIRE

Entered into between HYBRICODE (PTY) LTD T/A NASHUA BREDEVALLEI (Reg. No 2010/014208/07)
31 RIEBEECK STR , WORCESTER,6850

and
on **KAAP AUGLHAS MUNICIPALITY**
1 Dirkie Uys Street, BREDASDORP,7280

The underlisted equipment shall be installed at the location/s specified in terms of the main hire agreement.
The initial period of hire shall be **36** Months and shall commence on the **30** Day of **MAY** **2015**

No	Department	Physical	Model	Serial	Rental	Rental
	Location	Adress		Number	Period	p/Month
1	WAGENHUISKRANTZ - CAMP SITE	Wagenhuiskrantz, Camp Site	MP201SPFGY	W3049601665	36	R 325,00
2	CARAVAN PARK	CARAVAN PARK	MP201SPFGY	W3049601380	36	R 325,00
3	STRUISBAAI RESORT	Duiker Street, Struisbaai	MP201SPFGY	W3049601292	36	R 325,00
4	STORES	Cnr of Fabrieks Rd and Patterson Street, Bredasdorp	MP201SPFGY	W3049601290	36	R 325,00
5	LIBRARY- NAPIER	3 Newmark Steet, Napier	MP201SPFGY	W3049604821	36	R 325,00
6	LIBRARY- STRUISBAAI	Cnr of Main Rd and Eerste Laan, Struisbaai	MP201SPFGY	W3049604824	36	R 325,00
7	LIBRARY- NUWERUS	3 Volhou street, Napier	MP201SPFGY	W3049604805	36	R 325,00
8	LIBRARY- WELVERDIEND	Ou Meule Street, Bredasdorp	MP201SPFGY	W3049604820	36	R 325,00
9	LIBRARY- WAGENHUISKRANTZ	Kamp street, Waenhuiskrans	MP201SPFGY	W3049604818	36	R 325,00
10	HR DEP- NEDBANK BUILDING	van Riebeeck Street, Bredasdorp	MP301SPF	W914PC06432	36	R 455,00
11	ENGINEERING DEP- NEDBANK BUILDING	van Riebeeck Street, Bredasdorp	MP301SPF	W914P407168	36	R 455,00
13	FINANCE DEP- NEDBANK BUILDING	van Riebeeck Street, Bredasdorp	MP301SPF	W914P407172	36	R 455,00
14	STRUISBAAI OFFICE	Main Road, Struisbaai	MP301SPF	W914P407173	36	R 455,00
15	NAPIER OFFICE	1 Newmark Steet, Napier	MP301SPF	W914P407177	36	R 455,00
16	S C M	1 Dirkie Uys Street Bredasdorp	MP301SPF	W914P407185	36	R 455,00
17	COUNCIL CHAMBERS	Museum Street, Bredasdorp	MP301SPF	W914P407189	36	R 455,00
18	HQ FIRST FLOOR	1 Dirkie Uys Street Bredasdorp	MP301SPF	W914P407191	36	R 455,00
19	HQ GROUND FLOOR	1 Dirkie Uys Street Bredasdorp	MP301SPF	W914P407208	36	R 455,00
20	HQ GROUND FLOOR	1 Dirkie Uys Street Bredasdorp	MP301SPF	W914P407225	36	R 455,00
21	THUSONG CENTRE	Ou Meule Street, Bredasdorp	MP301SPF	W914P407313	36	R 455,00
22	LIBRARY BEDASDORP	Church Street, Bredasdorp	MP301SPF	W914P407315	36	R 455,00
23	HQ GROUND FLOOR	1 Dirkie Uys Street Bredasdorp	MPC305SPF	W794P503261	36	R 520,00
24	TRAFFIC DEPARTMENT	Cnr of Ou Meule Rd and Fabrieks Rd, Bredasdorp	MPC305SPF	W794P503262	36	R 520,00
25	HQ FIRST FLOOR	1 Dirkie Uys Street Bredasdorp	MPC4503	E174MC30441	36	R 2 305,00
26	COUNCIL CHAMBERS	van Riebeeck Street, Bredasdorp	MPC4503	E174MC30439	36	R 2 305,00
27	NEDBANK BUILDING	van Riebeeck Street, Bredasdorp	HP T2500	CN52EBH02X	36	R 6 950,00
28	NEDBANK BUILDING	van Riebeeck Street, Bredasdorp	MP9002	W884JC00043	36	R 3 540,00
29	TRAFFIC DEPARTMENT	Cnr of Ou Meule Rd and Fabrieks Rd, Bredasdorp	MP9002	W885J100084	36	R 3 540,00
					Subtotal	R 28 065,00
					14% VAT	R 3 929,10
					Grand total	R 31 994,10