



SERVICE LEVEL AGREEMENT

Entered into by and between:

RICHMOND LOCAL MUNICIPALITY

A Local Municipality established in terms of the provisions of the
Local Government Municipal Structures' Act No. 117 of 1998
(Herein represented by **Mr. B.E MSWANE** in his capacity as the **Municipal
Manager**)

(Hereinafter referred to as "**The Municipality**")

And

BANTUBANYE SKILLS

REGISTRATION NUMBER: 2006/127356/23

(A Company duly registered in terms of the laws of South Africa, having its main place of
business at 2 Yellow Street, Alveda Park, Extension 2, Johannesburg 2091 and duly represented
herein by Mr Kingston Shabalala in his capacity as Director and an authorised signatory herein)

(Herein referred to as "**The Service Provider**")

**QUOTATION NUMBER RICH:23/2025/2026: ACCREDITED SERVICE PROVIDER TO
CONDUCT MFMP TRAINING FOR THREE (3) RICHMOND LOCAL MUNICIPALITY
OFFICIALS.**

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
			BK	S	LM

1.1 INTRODUCTION

It is recorded that:

- I. The Municipality called for suitably qualified service providers to provide MFMP training for three (3) municipal employees under quotation No: 23/2025/2026.
- II. The Municipality, in terms of its Supply Chain Management procedures awarded and appointed Bantubanye Skills (the Service Provider) as the preferred bidder in terms of Purchase Order Number 007655 dated 26 September 2025 attached hereto and marked Annexure "A";
- III. Service Provider and the Municipality (herein referred to as the Parties) have reached an agreement on the terms and conditions which will regulate the provision of the services and wish to reduce their agreement to writing as follows:

WHEREFORE

The Parties record their terms and conditions of agreement set out in this Contract.

1.2 INTERPRETATION

- a. The headings of the clauses in this Contract are for the purpose of convenience and reference only and shall not be used in the interpretation of or modify the terms of this Contract nor any clause thereof unless a contrary intention clearly appears.
- b. Words importing –
 - i. the singular includes a reference to the plural and vice versa.
 - ii. any one gender includes a reference to the other genders,
 - iii. a natural person includes a reference to a juristic person and vice versa.
- c. Where any term is defined within the context of any particular clause in this Contract, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning

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ascribed to it for all purposes in terms of this Contract, notwithstanding that that term has not been defined in this interpretation clause.

d. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

- i. **"Agreement"** shall mean this agreement together with all the annexures attached hereto;
- ii. **"Applicable Law"** shall mean the Constitution and all applicable statutes, regulations, codes of good practice, sector codes, industry charters, ordinances, by-laws, rules (including rules of court) and other secondary legislation, directives, practice notes having force of law in South Africa or the province of KwaZulu-Natal in which the project is conducted, and the common law arising out of judicial decisions, notifications and with which the Parties are bound to comply;
- iii. **"Business Day"** means a day, other than a Saturday, Sunday or proclaimed public holiday in South Africa;
- iv. **"Client"** shall mean the contracting party named in the Agreement, who employs the Training institution. I.e) The Municipality
- v. **"Service provider"** shall mean the contracting party named in the Agreement, who is employed by the Municipality to perform the services
- vi. **"Change in Law"** shall mean the coming into effect after Signature Date of this Agreement of any Law other than any Law that on or before Signature Date has been published in a draft bill;
- vii. **"Confidential information"** shall mean all confidential information owned exclusively by either Party relating to its business or operations and including, but without being limited thereto, information relating to technical know-how and data, drawings, methods, processes and procedures, and

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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other information, which comes into possession or under the control of the other party in any manner whatsoever, in the course of this Agreement;

- viii. **"Consents"** shall mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions, licenses, permissions required to be issued by or made with any Responsible Authority in connection with the performance of the Services;
- ix. **"Constitution"** shall mean the Constitution of the Republic of South Africa.
- x. **"Effective Date"** 26 September 2025 shall mean the date of confirmation of appointment being , notwithstanding the signature date of the last Party signing this Agreement;
- xi. **"Good Industry Practice"** shall mean applying, in relation to the manner in which the Works are performed and the services are rendered, the standards, practices, methods and procedures conforming to Applicable Law, and exercising that degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under similar circumstances;
- xii. **"Parties"** shall means the Municipality, the Service Provider and third party;
- xiii. **"Responsible Authority"** shall mean any ministry, any minister, any organ of state, any official, any official in the public administration or any other government or regulatory department, commission, department, entity, service utility, board of directors, committee, agency, instrumentality or authority (in each case, whether national, provincial or municipal) or any court, each having jurisdiction over the matter in question;

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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xiv. **"Signature Date"** shall mean the date of signature of this Agreement by the last party signing;

xv. **"Service Level Agreement"** means a Service Level Agreement creating a legally binding and enforceable agreement setting out the terms and conditions upon which the Parties have reached consensus about the provision of Service for the Municipality. This agreement shall specifically include annexures, and all other documents expressly incorporated into this Agreement, in their prevailing form from time to time;

1.3 EFFECTIVE DATE AND DURATION

Despite the signature date of the Service Level Agreement, the Skills Training Programmes will effectively commence as per the inception meeting and training period of twelve months; additionally 4 months period to issue a LGSETA MFMP certificate.

2. BENEFICIARIES OF THIS AGREEMENT

2.1 The beneficiaries of this Agreement are the residents of areas within Richmond Municipality jurisdiction and are South African citizens.

3. RESPONSIBILITIES OF THE PARTIES:

3.1 Responsibilities of Richmond Local Municipality:

Responsibility	Description
First Tranche	50% of R 195 500.00 VAT INCLUSIVE payable upon successful delivery of the first training session.
Second Tranche	40% of R 195 500.00 VAT INCLUSIVE payable in 6 months of training (enrolment with LGSETA)
Third Tranche	10% of R 195 500.00 VAT INCLUSIVE payable upon completion and certification
Monitoring and quality assurance	Monitor project progress and liaise with the training provider and learners as necessary to make sure project is implemented accordingly.

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3.2 Responsibility of Bantubanye Skills

Responsibility	Description
Provision of Facilitator	• Appointment of a suitably qualified facilitator • Facilitation of all unit standards within the specified time frame • Compilation of Learner Portfolios of Evidence • Monitoring of learner attendance • Monitoring of learner performance
Training Venue	• Bantubanye Skills Pty Ltd to provide training venue to meet Richmond Local Municipality standards.
COVID-19 Compliance	• Bantubanye Skills Pty Ltd to comply with COVID-19 protocols as per DHET guidelines.
Training Management	• Bantubanye Skills Pty Ltd will ensure consistent delivery of quality training that will measure up to the expectations and requirements of SETA skills programmes.
Assessment & Moderation	• Assessment and moderation of learner POEs as per SAQA standards.
Progress Monitoring	• Be responsible for management of any factors occurring within and controlled by Richmond Local Municipality that may impact on the suitable pace of progress through course content. • Report any delay that may impact on progress of the project. • Replace a facilitator timeously. • Presentation of detailed written training report at 50 % and at the conclusion of training program
Project Close-up Report	• Submit project evidence such as learner POE, assessor and moderator reports and project close out report according to the agreed file format.

4. AUTHORISED REPRESENTATIVES

4.1 The Municipality hereby appoints **Mrs. Gugu Maphumulo** to serve as a liaison officer between the respective parties for the purpose of amongst other functions, monitoring the services, issuing instruction, taking reports from the service provider, evaluating work delivered, receiving, and certifying invoices for payment for work duly delivered and for payment, et al.

4.2. The Municipality warrants that the only person officially authorised to sign any legal document including this contract on behalf of the Municipality, is **Mr. B.E Mswane** in his capacity as the **Municipal Manager** and as a duly authorised signatory to this contract.

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Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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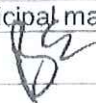
- 4.3. The Service Provider hereby appoints **Mr Kingston Shabalala** as its duly authorised representative to serve as a liaison officer between the respective parties, in his capacity as a Director.
- 4.4. The Service Provider warrants that **Mr Kingston Shabalala** in his capacity as the representative of **Bantubanye Skills** is duly authorised to sign this contract on behalf of the Service Provider.
- 4.5. The said persons referred to in paragraphs 4.2 and 4.4 respectively may execute any document that is required or is permitted to be executed, under this Contract.

4.2 MEETINGS AND REPORTING OBLIGATIONS

- 4.2.1 The Service Provider shall submit to the Municipality the reports and documents as specified in the form, numbers, and within the periods set. The monthly reports to the Municipality shall detail the status of the projects which must include information relating to the stage of work completed, problems experienced, detailed of invoices, budget projections, cash flow, information, variation orders issued as applicable and other information that may be necessary and/or requested by the Municipality.
- 4.2.2 The parties undertake to meet Monthly (once a month) during the course of this contract for the purpose of taking reports and monitoring progress in terms of the deliverables. To ensure that the purposes and objectives of the project are accomplished, the Parties shall periodically exchange views and furnish all such information as may be reasonably requested, regarding progress, performance of their respective obligations and other related matters to the purposes and objectives of the project. Minutes of such meetings must be recorded and maintained by the Municipality and circulated to all relevant parties

4.3 CONFIDENTIALITY

- 4.3.1 All of the details contained in this Agreement shall be considered as confidential and shall not be given in any form whatsoever to a third party without prior written consent of the other party to this agreement.
- 4.3.2 Any copyright, title and interest in any document produced by or process designed or developed by the Service Provider during this Agreement shall remain the intellectual

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property of the client and shall not be disclosed to any third party without prior written consent from the client (Richmond Local Municipality).

- 4.3.3 Richmond Local Municipality expressly agrees to maintain complete confidentiality regarding business sources and will only disclose such business sources under mutual agreement, and only after written permission has been received from Bantubanye Skills and vice versa.
- 4.3.4 The parties shall keep in confidence and protect all proprietary information from disclosure to third parties, as it acknowledges that unauthorized disclosure of such information may cause economic loss to the other party.
- 4.3.5 The parties agree not to circumvent, avoid or bypass the other party directly or indirectly in any way with regard to dealings, including but not limited to any specific projects and/or training providers and/or any other products or services that have been introduced or presented or made available to Bantubanye Skills by Richmond Local Municipality and *vice versa*.
- 4.3.6 The parties agree that they will refrain from soliciting business and/or contracts from sources not their own and which have been introduced or presented or made available to them through this Agreement, without the express permission of the other party.
- 4.3.7 The restraint as set out in paragraphs 5.6 and 5.7 above shall remain in force during the currency of this Agreement and for a period of 3 months from the date of termination of this Agreement, it being agreed that the 3 months' period is reasonable and fair in the circumstances.
- 4.3.8 Should any party be in breach of the abovementioned restraints (defaulting party) which results in a loss of business to the other party, the innocent party will be entitled to monetary compensation. Should Richmond Local Municipality be the innocent party, it will be equal to the maximum service fee it would have realised from the transaction should Bantubanye Skills have acted in accordance with the agreement plus all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
- 4.3.9 The above provisions exclude disclosure of any necessary information required by a third party in order to give effect to the provisions of this agreement.

5 TERMINATION

5.1 Richmond Local Municipality reserves the right to terminate this agreement and training program should the following occur:

5.1.1 Should Bantubanye Skills fail to honor the responsibilities outlined in paragraph 3.2

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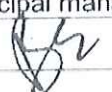
of this agreement, the Client will notify the service Provider of such failure and provide it with thirty (30) working days to honor the responsibility as defined in this agreement.

- 5.1.2 Should the service provider not rectify the failure within thirty (30) working days right to terminate this agreement and training program.
- 5.1.3 Should the funder withdraw the funding due to bad workmanship.

- 5.2 The service provider reserves the right to terminate this agreement and training program should the client fail to make payment of total training cost as stipulated in this agreement for a period of 30 days or more as per paragraph 3.1 payment schedule.

6 DISPUTE RESOLUTIONS

- 6.1 The parties shall endeavor to resolve any disputes within 5 (five) days after the dispute arises by means of joint co-operation and discussion between the individuals directly involved with the execution of the agreement.
- 6.2 If the parties directly involved are unable to resolve the dispute, then such a dispute shall be submitted to the most senior executives of the Parties who shall endeavor to resolve this dispute, within 5 (five) days after it being referred to them.
- 6.3 Should the dispute not be resolved in the aforesaid manner, the parties may submit the dispute to arbitration, in accordance with the provisions as set out herein below.
- 6.4 A dispute shall be referred to arbitration, by either of the Parties, by way of a Notice to the other Party, which Notice shall set out the particulars of the dispute.
- 6.5 Such arbitration proceedings shall be held in Standerton and shall be held in a summary manner, which shall mean that it shall not be necessary to observe or carry out:
- 6.5.1 The usual formalities of procedure (e.g. there shall not be any pleadings or discovery); or
- 6.5.2 The strict rules of evidence.
- 6.6 Arbitration shall be held immediately and with a view to it being completed within 30 (thirty) calendar days after it is demanded.
- 6.7 The arbitrator for such arbitration proceedings shall:
- 6.7.1 If it shall be of an accounting nature, be referred to a senior partner of any of the international firms of accountants practicing in Standerton or
- 6.7.2 If it is of a legal nature or of any nature other than of an accounting nature, be a practicing advocate or attorney, admitted as such in accordance with the legislation

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of the law governing this Agreement, with at least 15 (fifteen) years' experience.

- 6.8 The parties shall jointly nominate the arbitrator provided that if the parties shall be unable to agree either on the category in which the dispute falls or on the identity of the arbitrator, within 7 (seven) days of the nomination being called for in writing, then the arbitrator shall be nominated by the Executive Director of the South African Institute of Chartered Accountants or its successor in title or the President for the time being of the Law Society of Gauteng or its successor in title or, as the case may be.
- 6.9 The arbitrator shall act as an expert and, in determining such dispute shall, if he deems it necessary, be entitled to receive oral or written representations from the parties.
- 6.10 The decision of the arbitrator shall be final and only subject to review.

7 DOMICILIUM CITANDI ET EXECUTANDI

- 7.1 The parties choose their physical address as their domicile for the purposes of the delivery of all correspondence, summonses, legal documents and all other notices served on the parties as follows:

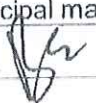
Richmond Local Municipality
57 SHEPSTONE STREET
RICHMOND
3780

And

Bantubanye Skills
 Yellowwood Street
 Alveda Park Extension 2
 Johannesburg
 2091

- 7.2 Any parties' domicile may be changed to any other physical address in the Republic of South Africa if written notice thereof is sent to either party hereto as the case may be.
- 7.3 The new domicile will be effective 14 (fourteen) days after the written notice is received by the other party.
- 7.4 Any notice sent to a party at its last chosen domicile will be deemed to have been received on the 7th (seventh) day after the day on which it was posted.
- 7.5 Notices delivered by hand, shall be deemed to be received on the date of delivery.

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8 JURISDICTION

- 8.1 Both Parties hereby consent to the jurisdiction of the magistrate's court having jurisdiction over the Parties in respect of all legal proceedings connected with this agreement notwithstanding that the value of the matter in dispute might exceed the jurisdiction of the magistrate's court.
- 8.2 Notwithstanding the afore going, both Parties are entitled to institute action in the High Court having jurisdiction.
- 8.3 This agreement shall be governed by South African law and is subject to the jurisdiction of the South African courts.

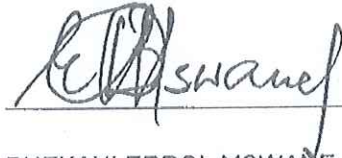
9 GENERAL PROVISIONS

- 9.1 This is the entire agreement between the parties. Any variations to the terms of the agreement must be reduced to writing and signed by both parties.
- 9.2 If any of the provisions of this agreement is found to be invalid or unenforceable by a competent court or arbitrator for any reason, it will not invalidate the whole agreement, unless the provision goes to the heart of the agreements.

Signed at **RICHMOND** on this, 16 day of OCTOBER 2025

For and on behalf of **RICHMOND LOCAL MUNICIPALITY:**

Signature: _____



Name & Surname: BHEKANI ERROL MSWANE

Capacity: MUNICIPAL MANAGER

Witness 1: _____

Witness 2: _____

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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FOR Bantubanye Skills:

• Signed at ALVEDA PARK on this, 17 day of OCTOBER 2025

For and on behalf of Bantubanye Skills

Signature:



Name & Surname:

KINGSTON SHABALALA

Capacity:

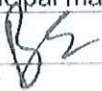
DIRECTOR

Witness 1:



Witness 2:



Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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