

**SERVICE LEVEL AGREEMENT
TRANSVERSAL CONTRACT NUMBER: RT-27-2024**

- 1.1 **SERVICE LEVEL AGREEMENT FOR PROVISION OF DEBTS COLLECTION TO THE RICHMOND MUNICIPALITY FOR PERIOD 01 DECEMBER 2025 TO 31 MARCH 2029.**

Between:

RICHMOND LOCAL MUNICIPALITY
(Hereinafter referred to as "THE MUNICIPALITY")

Herein represented by **Mr. B E MSWANE** in his capacity as the **Municipal Manager**

- and -

REVENUE CONSULTING (PTY) LTD
(Company registration number 1996/017452/07)
(Hereinafter referred to as "the Service Provider")

Herein represented by **MR. IVAN VUSUMUZI JENNINGS** in his capacity as the member
duly authorized hereto.

(Each a "Party" and jointly "Parties")

Two handwritten signatures are present at the bottom right of the page. The signature on the left is written in dark ink and appears to be 'B E MSWANE'. The signature on the right is also in dark ink and appears to be 'Ivan Vusumuzi Jennings'.

2. INTRODUCTION

It is recorded that:

- 2.1 The Municipality entered into a transversal contract with the National Treasury to participate in RT27-2024: PROVISION OF DEBT COLLECTION SERVICES TO THE RICHMOND MUNICIPALITY FOR PERIOD 01 DECEMBER 2025 TO 31 MARCH 2029.
- 2.2 The Municipality in terms of the Transversal contract awarded Revenue Consulting (Pty) Ltd as a successful bidder relating to Transversal Contract RT27-2024 in terms of the confirmation dated 04 November 2025. The confirmation letter is Marked Annexure "A"

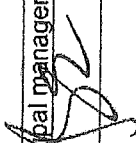
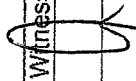
WHEREFORE

- 2.3 The Parties record their terms and conditions of contract set out in this Contract.

3. INTERPRETATION

- 3.1 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.
- 3.2 Words importing –
 - 3.2.1 the singular includes a reference to the plural and vice versa.
 - 3.2.2 any one gender includes a reference to the other genders,
 - 3.2.3 a natural person includes a reference to a juristic person and vice versa.

- 3.3 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 ascribed to it for all

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

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purposes in terms of this Contract, notwithstanding that that term has not been defined in this interpretation clause.

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

2.4.1 "Breach"
means failure by each party to perform its obligations in line with the deliverables under Transversal Contract No: RT27-2024.

2.4.2 "Service Provider"
means Revenue Consulting (Pty) Ltd, a company duly registered in terms of the Company Laws of South Africa with registration number: **1996/017452/07**.

2.4.3 "Municipality"
shall mean Richmond Municipality.

2.4.4 "Debtors"
shall mean natural persons or juristic persons that are indebted to the Municipality.

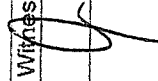
2.4.5 "Clients"
shall mean the debtors of the Municipality.

2.5 Any reference to a statutory provision or enactment shall include references to any amendment, modification or re-enactment of any such statutory provision or enactment (whether before or after the date of this Contract). No term in this Contract shall substitute any rule of law, more specifically in relation to statute.

2.6 When any number of days is prescribed in this Contract, it shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

3 LEGISLATIVE FRAMEWORK

3.1. This contract will be subject to the following legislative framework which were considered and form the basis of agreement:

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3.1.1 Constitution;

3.1.2 Prescriptions Act, 68 of 1969;

3.1.3 National Debt Collectors Act 114 of 1998;

3.1.4 Local Government: Municipal Systems Act, 32 of 2000;

4. UNDERTAKINGS BY SERVICE PROVIDER

4.1 The Service Provider undertakes to recover all the monies owed to the Municipality and in so doing ensure that debtors are treated humanely, and their dignity is always upheld.

4.2 The Service Provider further undertakes that he is responsible for the following:

4.2.1 taking reasonable steps to recover debts as speedily, cost effectively and appropriately without any undue delay.

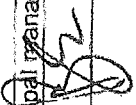
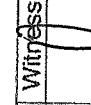
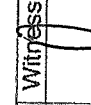
4.2.2 assessing and reporting to the Richmond Municipality on the prospects and cost effectiveness of the recovery of the debts and immediately advise the Municipality in writing, of irrecoverable matters and close its file upon instruction in respect thereof.

4.2.3 avoiding conflict of interest by not accepting work from the Municipality if the client is also the debtor of the Service Provider.

4.2.4 demonstrating a sound knowledge of various aspects of Client law so as to be in a better position to deal with matters referred to it by the Municipality.

4.2.5 demonstrating a sound knowledge, experience and proven success record in debt collection.

4.2.6 providing the Municipality with his/her work procedures for pre-legal debt collection.

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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4.2.7 supplying its own resources in respect of offices, personnel, vehicles and equipment required to its obligations.

4.2.8 having access to the necessary infrastructure and have sufficient financial experience in the public sector.

4.2.9 certifying that adequate staff with the necessary skills and relevant experience acceptable to the Municipality is available to perform the duties.

4.2.10 changing at its own cost the existing management report formats when requested by the Municipality to do so.

4.2.11 conducting its business during the business hours of the Municipality and be easily accessible to debtors and client officials.

4.2.12 taking the necessary action against debtors placed under administration or debt review and to act on behalf of the Municipality in business rescue and liquidation matters and also in executions where the Municipality has a vested interest.

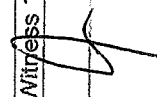
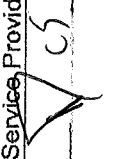
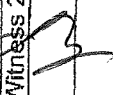
4.2.13 not settling or compromising any claim or initiate litigation on behalf of the Municipality, without the prior consultation and approval of the Municipality.

4.2.14 not to receive payments from the Municipality for matters that have not been handed over for legal proceedings.

4.2.15 to receive payment from the Municipality for all matters that have been handed over for legal proceedings.

4.2.16 ensuring that commission collected on pre-legal matters includes all charges accidental incidental to debt collection to reduce the burden of increasing debt to the clients.

4.2.17 ensuring that collection costs on legal matters on an unopposed basis include all charges incidental to debt collection to reduce the burden of increasing debt to the clients.

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

5

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4.2.18 acknowledges that collection commission and legal fees inclusive of VAT will be paid monthly based on the successful collection of debts.

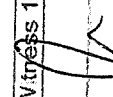
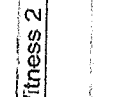
4.2.19 preparing a monthly progress report on the debt handed over to the Service Provider and providing the said report electronically in Excel worksheets or extracts from the system to the Municipality. The data required will be as follows:

- 4.2.19.1 Debtor's name
- 4.2.19.2 Service Provider's reference number
- 4.2.19.3 Debtor's account number
- 4.2.19.4 Date instruction received by Service Provider
- 4.2.19.5 Value of debt handed over to Service Provider
- 4.2.19.6 Current outstanding balance of debt
- 4.2.19.7 Payment arrangement amount where applicable
- 4.2.19.8 Last payment date
- 4.2.19.9 Remarks

5. BUSINESS RELATIONSHIP BETWEEN THE PARTIES

- 5.1 The parties acknowledge that the contractual relationship between the parties is solely that of an Outsourcing party and Service Provider in compliance with the relevant legislation, regulations pertaining thereto and the Municipality's Supply Chain Policy.
- 5.2 The terms agreed to herein, are the only terms comprising part of the Services and shall be the only terms by which the Service provider is bound to perform, and they supersede any previous terms and conditions between the Parties.
- 5.3 Any other specific requests for additional service by the Municipality, not included in the scope of work in this contract, shall be agreed to by both Parties and committed in writing.
- 5.4 All other terms, conditions, alterations or amendments to these terms, in order to be valid, must be in writing, signed by both Parties; and will be added to this Contract as an Addendum.

6. APPOINTMENT AND DURATION

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

Notwithstanding the date of signature of this Contract, this Contract shall commence on the effective date and shall remain in force until it terminates in accordance with Clause 17 below, unless agreed to otherwise by the parties, subject to annual assessment(s) based on performance as provided.

7. TIME IS OF THE ESSENCE

7.1 Time is of the essence in the execution of the obligations by the Service Provider under this Contract. In particular, the Service Provider shall at all material times ensure complete compliance with the Prescription Act in order to avoid prescription of debts.

7.1.1 Failure by the Service Provider to deliver on its obligations on the contract shall –

7.1.2 constitute a material breach of this Contract on the part of the Service Provider;

7.1.3 entitle the Municipality to exercise such other remedies available to it in terms of this Contract.

7.2 Nothing in this clause shall be construed to the detriment of the Service Provider where performance is affected by occurrence of clauses 23, 24 and acts of breach of contract by the Municipality.

8. OBLIGATIONS OF THE PARTIES
Obligations of the Service Provider

8.1 The Service Provider herein undertakes to and shall within the duration of this Contract render services in terms of the terms and conditions as contained in the General Conditions of Contract (GCC) issued in accordance with the Treasury Regulation 16A published in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), Special Conditions of Contract (SCC) in terms of Contract RT27-2024 (Tender Document), Annexure “1” (Detailed pricing) of the said Tender document, and a Schedule of Policy Type in line with the services as listed in the Tender Document herein marked Annexure C.

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

- 8.2 The Service Provider shall at all times provide a high standard of professional service and in doing so shall:
- 8.2.1 Treat debtors humanely and with the utmost empathy.
 - 8.2.2 Uphold the dignity of debtors.
- 8.3 In particular, the Service Provider shall render pre-legal services for the collection of revenue on overdue accounts of 120 days and above to the Municipality, which include the following:
- 8.3.1 identifying debtors through an arrears extract or preferably through an interface with Richmond Local Municipality's system.
 - 8.3.2 profiling debts to assess affordability levels.
 - 8.3.3 filtering arrears information for import into the Service Provider's system.
 - 8.3.4 being available on-site once a week to ensure thorough communication and skills transfer on debtor related matter.
 - 8.3.5 soft and hard tracing of debtors.
 - 8.3.6 issuing letters of demand.
 - 8.3.7 interacting telephonically and via sms with debtors.
 - 8.3.8 negotiating acceptable payment arrangements according to the Credit Control and Debt Collection Policy.
 - 8.3.9 following up on negotiated agreements.
 - 8.3.10 identifying defaults on negotiated agreements.

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
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8.4 The Service Provider shall further be required to render legal services for the collection of revenue on overdue accounts interpreted and handed off for legal collection, on a per service billing, including the following:

8.4.1 Soft and hard tracing of debtors.

8.4.2 Preparation of summons.

8.4.3 Obtaining court judgements on non-paying debtors.

8.5 The Service Provider must ensure that it carries out all the activities outlined in the scope of work set out as the project brief of this project.

8.6 The scope of work as set out in the tender document for this project shall be the terms of reference by which the Service Provider shall be monitored and measured.

8.7. The parties may agree to the inclusion of additional services relating to the scope of work under this contract, which additional services shall be formalized by the parties signing additional schedule(s). All additional services shall be governed firstly by the terms and conditions of this contract and then by the provisions of such additional schedule(s). The additional service(s) shall come into effect on the dates agreed by the parties.

9. OBLIGATIONS OF THE MUNICIPALITY

9.1. The Municipality undertakes to through its Designated Representative and Contract Manager, respectively, monitor developments of all the stages of the performance of the Service Provider for compliance to this contract.

9.2 Subject to clause 8 and performance in terms of this contract; payment shall be made by the Municipality to the Service Provider within thirty (30) days of receipt of an invoice: provided no written objection is recorded by the Municipality. In which case the Municipality shall effect payment in terms of its normal payment procedures.

9.6 Other additional charges shall include, but not be limited to:

9.6.1 All reasonable travelling expenses;

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

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9.6.2 All reasonable and necessary disbursements incurred during the course of the Service Provider rendering the agreed upon and other services to the Municipality;

and

9.6.3 All further charges as may be agreed to between the Parties.

9.7 Payment due and payable to Service Provider shall be effected in its account as provided to the Municipality.

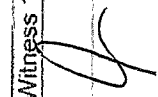
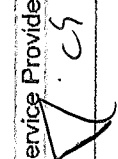
9.8 Payment shall be made no later than thirty (30) days upon receipt of the invoice, provided that no objection is raised by the Municipality within 5 business days of receipt of the invoice. An objection shall be in respect of specific performance by the Service Provider in terms of this contract.

10. PERIODIC PERFORMANCE REVIEW

10.1 The Service Provider shall on a quarterly basis, furnish the Municipality with the reports, on the portion of debts that has been collected on behalf of the Municipality and to provide feedback on the amount that is likely to be written off as irrecoverable by the Service Provider.

10.2 The Service Provider shall on a quarterly basis, avail themselves to meet with the Municipality to discuss the report referred to in clause 10.1 above and its performance shall be assessed in line with the criterion below:

EVALUATION CRITERION	WEIGHT	SCALE	TOTAL SCORE (WEIGHT SCALE)
Service delivered within stipulated timeframes for processing of claims.	5		
Quality if service specified/agreed	5		
Invoice delivered on time and correctly	5		

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

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General ease of working with		5	
the Service Provider			
TOTAL			
FORMULA: TOTAL SCORE 80%			%
TOTAL SCORE MATRIX:			
8		Poor: 50%; Average: 50- 59%; Excellent: 70%	

10.3. The Service Provider may be requested to assist the Municipality in providing information requested by the Auditor General, Provincial Treasury or any other relevant oversight authorities, relating to services rendered by the Service Provider on behalf of the Municipality in terms of this contract and such information shall be expected to be provided as soon as it is reasonable possible:

10.4 The Service Provider shall employ, for the purpose of this contract, only personnel that are careful and competent to execute the work in terms of this contract. The Municipality shall be at liberty to object to and request the Service Provider to remove from the service under this contract forthwith any person, including supervisory staff, employed by the Service Provider who, in the opinion of Richmond Municipality, misconduct himself/herself or is incompetent or negligent in the proper performance of his/her duties under this contract.

10.5 Should there be any cause for complaint against the standard of service or quality of products offered which is not resolved within a period of 30 days, the Municipality reserves a right to cancel the contract after serving one calendar month notice, in writing, to the Service Provider. Should such notice be given, the Service Provider shall nevertheless be obliged to perform the duties covered by the contract up to the date of expiration of the period of the notice.

11. INSPECTION AND AUDIT

11.1. The Service Provider may be requested by the Municipality to provide information in its control in order to comply with queries raised by the Auditor General.

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

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11.2. The Service Provider is required to provide such information as soon as it is reasonable possible.

11.3 Should the Municipality not be satisfied with the performance of the Service Provider, the Municipality may be entitled exercise its right in terms of Clauses 16 and 17.

12. **CONFLICT OF INTEREST**

12.1 The Service Provider shall not engage either directly or indirectly, during this Contract, in any business or activities that would be in conflict with activities assigned to them in terms of this Contract.

13. **COMMUNICATION PROTOCOL**

13.1 All Client's instructions and notices to the Service Provider shall be in writing. In urgent cases oral instructions may be accepted but must first be confirmed in writing within two (2) working days. Acknowledgment of receipt of the instructions should be confirmed by the Service Provider in writing within a reasonable time.

13.2 In circumstances where the Service Provider has provided the Municipality in writing with advice, proposals, recommendations or premium quotations, no cover can be placed and accepted by insurers without the Municipality's written instructions to arrange cover.

13.3 Electronic communications and Facsimiles received after normal business hours shall only be deemed to have been received on resumption of normal business hours the following business day.

13.4 All communications engagement, liaison and submission of any written and/ or soft copies relating to it's the performance of the obligations in terms of this contract shall be by and between the Designated Representatives.

13.5 Failure of and/or the communication breakdown between the Designated Representatives may be escalated to the next high-level officials of the parties.

14. **RECIPROCAL OBLIGATIONS**

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

14.1 The Parties undertake, in favour of each other to:

14.1.1 pay due regard to each other's information needs and communicate information to the other in a way that is factually correct, clear, fair and not misleading;

14.1.2 avoid conflicts of interest where applicable and ensure that such conflict of interest is disclosed and managed fairly;

14.1.3 take reasonable care to establish and maintain systems and controls appropriate to the implementation of this Contract and in accordance with the relevant provisions of the Municipality's Supply Chain Policy; and to

14.1.4 deal with each other's information in a confidential manner.

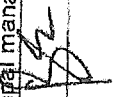
15. WARRANTIES

15.1 The Service Provider warrants to the Municipality that:

15.1.1 It possesses professional skills regarding the performance management and administration of its obligations;

15.1.2 The tax affairs are in order and that such affairs shall remain in order during the operation of this Contract. In particular the Service Provider, warrants that it shall, at all times, have a valid tax clearance certificate as issued by the appropriate authority. Alternatively, the Service Provider shall inform Municipality in writing if such Certificate has expired;

15.1.3 It shall fulfil all its third-party contractual obligations and financial management as to render nor breach to its implementation of the project;

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

15.1.4 It has no court order declaring insolvency nor is there a pending case for insolvency, fraud, any act of dishonesty or conduct prejudicial to the implementation of the project, more specifically blacklisting as a bad service provider with the State;

15.1.5 It has employees, servants or agents with appropriate experience and qualifications in the management and execution of the obligations being rendered in terms of this contract;

15.1.6 If sourcing material or such other equipment or information from a third party, then:

15.1.6.1 that the third party and the Service Provider have in place, on signature of this Contract, confirmation from the third party that such a third party shall supply the Service Provider with all the material or equipment necessary for the performance of this Contract;

15.1.6.2 any arrangement between the Service Provider and any third party shall remain an exclusive relationship between them; and

15.1.6.3 the Service Provider undertakes to have all and any arrangement to comply with the relevant provisions of this Contract.

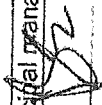
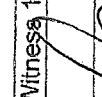
16. BREACH

16.1 In the event of breach by either Party, then either Party may in its sole discretion elect to either:

16.1.1 condone the non-performance by the other Party if there is a reasonable explanation for such non-performance; or

16.1.2 to terminate the entire contract on ten (10) business days' notice, in the case of material breach; or

16.1.3 by notice in writing, require the other Party to perform the obligations within thirty (30) days of receipt of the notice.

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

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- 16.2 Notwithstanding what has been stated above, nothing shall prejudice the right of either Party (the aggrieved Party) to cancel this Contract where any breach occurs (*excluding material breach*), provided it may only do so if it gives the other Party (the defaulting Party) notice of the default complained of, calling upon the defaulting Party to rectify the default within thirty (30) days of receipt of the notice, failing which the aggrieved Party will be entitled to cancel this Contract without prejudice to its rights to claim damages in breach of Contract, if any.

17. **TERMINATION**

- 17.1 This Contract shall run from the effective date **01 DECEMBER 2025** and endure until it automatically terminates on **31 MARCH 2029**, being the last operational date by effluxion of time.
- 17.2 The Contract shall also terminate, based on the following:
- 17.2.1 Either party by furnishing the other party with a 30 (Thirty) day written notice of the said termination;
- 17.2.2 Either Party exercising the right to cancel the Contract because of breach of the terms and conditions of this contract;
- 17.2.3 A material breach referred to in this Contract;
- 17.2.4 Physical impossibility by either Party to perform provided that the provisions of clauses 19 and 20 shall be observed;
- 17.2.5 Mutual contract by the Parties.
- 17.2.6 Either Party has become bankrupt or insolvent.

- 17.3 Any termination in terms of this clause shall be in writing by giving the other Party at least fourteen (14) Business Days' notice.

- 17.3.1 The written notice may be shorter only in instances where the duration of the Contract renders the observation of the period of fourteen (14) Business Days impossible to do so.

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

18 INDEMNITY

- 18.1 During the subsistence and termination of this Contract, the Parties undertakes to:
- 18.1.1 Keep each other indemnified against all indirect and consequential and special or direct losses and damages and expenses and costs and claims including, but not limited to, legal fees and expense suffered by a Party or any third party where such loss or damage or expense or cost is the result of any wrongful action or omission or negligence or breach of any contract by the Service Provider or its employees and/or its agents;
- 18.1.2 A Party shall not be liable for damages, expenses or costs suffered or incurred by the other Party or any of its employees caused by performance of the obligation to implement the project or any failure to implement the project in accordance with this Contract or such unnecessary or irrelevant work done outside the scope of the project;

19. FORCE MAJEURE

- 19.1 If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Contract due to a Force Majeure Event, the Affected Party shall, as soon as reasonably practicable but no later than forty-eight (48) hours of it becoming aware of the Force Majeure Event, notify the other Party ('the Non-Affected Party') in writing (a 'Force Majeure Notice') setting out:
- 19.1.1 full particulars of the Force Majeure Event;
- 19.1.2 the impact of the Force Majeure Event on the Affected Party's obligations under this contract;
- 19.1.3 the Affected Party's reasonable estimate of the length of time which its performance has been and will be affected by such Force Majeure Event; and

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

19.1.4 the steps which it is taking or intends to take or will take to remove and mitigate the adverse consequences of the Force Majeure Event on its performance hereunder.

19.2 The Affected Party shall have the burden of proving both the existence of any Force Majeure Event and the effect (both as to nature and extent) which any such Force Majeure Event has on its performance.

19.3 If the Parties are, on the basis of the Force Majeure Notice and any supporting documentation, unable to agree as to the existence or as to the effect of a Force Majeure Event by the date falling sixty (60) days after the receipt by the non-Affected Party of the Force Majeure Notice, either Party shall be entitled to cancel this Contract.

19.4 In the event of the occurrence of the Force Majeure Event the Affected Party shall not be liable for any failure to perform an obligation under this Contract, to the extent that:

19.4.1 such performance is prevented, hindered or delayed by a Force Majeure Event; and

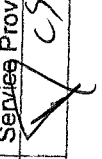
19.4.2 such failure could not have been mitigated by the Affected Party taking reasonable action.

19.5 The Affected Party shall endeavour with due diligence to resume compliance with its obligations under this Contract and do all that it reasonably can to overcome or mitigate the effects of any Force Majeure Event.

19.6 The Affected Party shall give the other Party (a) regular reports on the progress of the mitigation measures and (b) prompt notice on the cessation of the Force Majeure Event.

19.7 If the Force Majeure Event continues in effect for more than sixty (60) consecutive days, the Non-Affected Party shall have the right to terminate this Contract after having given fourteen (14) days written notice to the Affected Party of such termination at any time prior to the cessation of such Force Majeure Event.

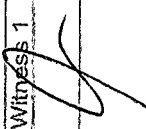
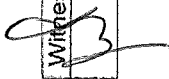
20. CASUS FORTUITOUS

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

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The provisions of the sub-clauses contained in clause 23 in respect of force majeure shall apply *mutatis mutandis* in respect of *Casus Fortuitous*.

21. **DISPUTE RESOLUTION**

- 21.1 In the event of any dispute or difference arising between the Parties in relation to or arising out of this Contract, including the interpretation, rectification, termination or cancellation of this Contract, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of 14 (fourteen) Business Days.
- 21.2. If the Parties are unable to resolve such dispute or difference the matter will be referred to the Managing Director who shall record that it is their intention that the specified officials will use their respective best endeavours to resolve the issue in question as expeditiously as possible, but in any event within a period of fourteen (14) Business Days from the matter being referred to them.
- 21.3 Should the Senior Officials fail to resolve such dispute or difference within the aforesaid period or such longer period as the Parties may agree in writing, such dispute or difference shall be referred to arbitration as herein provided.
- 21.4 The arbitration shall be undertaken by a single arbitrator to be agreed upon between the Parties or, failing such contract, within seven (7) Business Days of the dispute being referred to arbitration, be appointed according to the Rules of the Arbitration Foundation of Southern Africa upon the written request of either Party, subject only to the requirement that the arbitrator be experienced in the resolution of commercial disputes.
- 21.5 The appointment of the arbitrator shall be final and binding on the Parties.
- 21.6 The Party having referred the dispute or difference to arbitration shall, within twenty-eight (28) Business Days of the appointment of the arbitrator, file its claim, setting out the nature of the claim and the detailed facts and documents in support thereof, by serving a copy thereof on the arbitrator and on the other Party.

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

21.7 Within twenty-eight (28) Business Days of receipt of the claim, the other Party shall file its answer thereto, setting out in detail the grounds and facts upon which the claim is resisted and any documents in support thereof, by serving a copy thereof on the arbitrator and the claiming Party.

21.8 Unless agreed to in writing by the Parties, the rules applicable to the filing of pleadings and of discovery in the conduct of civil proceedings shall be applicable.

21.9 The arbitrator shall, save as herein provided, have the powers conferred upon an arbitrator under the relevant statutory prescriptions according to South African law but shall not be obliged to follow the procedures under such legislation to the extent permitted in terms of the statute, it being the intention of the Parties that the dispute resolution procedures should be concluded as expeditiously as possible and the arbitrator shall be entitled to decide on such procedures as the arbitrator may consider desirable for the speedy determination of the dispute.

21.10 The decision of the arbitrator shall be final and binding on the Parties and may be made an order of court of competent jurisdiction.

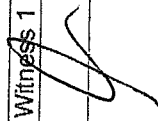
21.11 The arbitrator shall make an award in respect of the costs of the arbitration having regard to the substantial success of each Party in the outcome of the proceedings.

21.13 The arbitration shall take place exclusively in Richmond Local Municipality.

21.13 Nothing in this clause shall preclude either Party from seeking any interim relief from any competent court having jurisdiction pending the institution of any arbitration proceedings.

22. NO WAIVER

Failure by either Party to enforce any of the provisions of this Contract shall not be construed as a waiver by such Party of any such provisions nor in any way affect the validity of this Contract or any part thereof.

Municipal Manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

23.1 The Parties agree that the terms of this Contract, all information of the Parties that has been exchanged pursuant hereto, including but not limited to details concerning pricing will be received in strict confidence and not be divulged to any Person, save for employees directly involved with the execution of this Contract and be used only for the purpose of this Contract.

23.2 Each Party will use the same means as it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information. No information referred to in this Contract will be disclosed by the recipient Party, its agents, representatives or employees without the prior written consent of the other Party.

23.3 To protect the database relating to the Municipality's fleet contracts, the Service Providers must have in place, and shall maintain, suitable back-up procedures and disaster plans to protect data. The Service Provider shall back-up all electronic data on a daily basis and any cost associated with the processing of data for whatever reason shall be borne by the Service Provider.

23.4 These provisions do not apply to information which is:

23.4.1 publicly known or becomes publicly known through no unauthorised act of the recipient Party;

23.4.2 rightfully received by the recipient Party from a third party; independently developed by the recipient Party without use of the other Party's information;

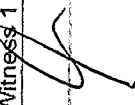
23.4.3 disclosed by the other Party to a third party without similar restrictions;

23.4.4 required to be disclosed pursuant to a requirement of a governmental agency or any applicable law, so long as the Party required to disclose the information gives the other Party prior notice of such disclosure; or

23.4.5 publicly disclosed with the other Party's written consent.

23.5 This Clause shall survive the termination of this Contract but will cease as being enforceable 12 months after the expiry date of this Contract.

24. **DOMICILIUM CITANDI ET EXECUTANDI**

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

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24.1 Any notice, notification, request, demand or other communication for any purpose under this Contract shall be in writing addressed –

THE MUNICIPALITY

PRIVATE BAG X1028

RICHMOND

3780

Tel: 033 212 2155

Fax: 033 212 2102

marked for the attention of the **MUNICIPAL MANAGER**

REVENUE CONSULTING (PTY) LTD

11 LAKEVIEW CRESCENT

KLEINFONTEIN OFFICE PARK

BENONI

1525

Tel: 011 747 9740

E-mail: usi@revenueconsulting.co.za

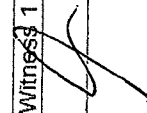
marked for the attention of Mr. Ivan Vusumuzi Jennings

or to such other addresses, or for the attention of such other persons or department, as Revenue Consulting (Pty) Ltd and Municipality may from time to time notify to each other.

24.2 All notices, notifications, requests, demands or other communications including accounts, shall be deemed to have reached the other Party -

24.2.1 if delivered by hand, on the date of delivery;

24.2.2 if posted by ordinary mail or registered post, on the 5th (fifth) calendar day following the date of such posting, and in the case of an account on the 5th (fifth) calendar day following the date of the account;

Municipal Manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
			 CS		

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- 24.2.3 if transmitted by facsimile or any other electronic medium acceptable to both Parties, on the first Business Day following the date of transmission / publication / delivery.

24.2.4 Either Party may, by written notice to the other, change its abovementioned *domicilium*.

25. ASSIGNMENT

No transfer of obligations, duties and rights vested in terms of this Contract shall be transferable unless permitted in writing by the respective parties.

26 GENERAL

26.1 This Contract may be signed by way of two or more counterparts.

26.2 The Parties acknowledge that the lapsing of the Contract due to effluxion of time shall cease the legal relationship between the Parties.

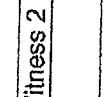
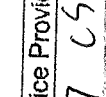
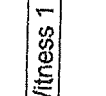
26.3 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.

26.4 No addition to, variation or consensual cancellation of this Contract shall be of any force or effect unless in writing and signed by or on behalf of all the Parties.

26.5 No indulgence by a Party to another, or failure strictly to enforce the terms hereof, shall be construed as a waiver or capable of founding an estoppel.

26.6 The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all actions and taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Contract.

26.7 Save as is specifically provided in this Contract, the Service Provider shall not be entitled to cede or delegate any of its rights or obligations under this Contract without the prior written consent of the Municipality.

Municipal Manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

- 26.8 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only in writing.
- 26.9 All communications engagement, liaison and submit of any written and/ or soft copies relating to it's the performance of the obligations in terms of this contract shall be by and between the Designated Representatives.
- 26.10 This Contract shall be governed by and interpreted in accordance with the laws of the republic of South Africa.

27. ENTIRE CONTRACT

This Contract contains all the express provisions agreed on by the Parties with regard to the subject matter of this Contract and supersedes all previous negotiations, arrangement or contracts in respect of this Contract.

SIGNED for and on behalf of **Richmond Local Municipality** by the signatory below who warrants that he/she is duly authorised.

Signature: *R. D. Swane* Date: 30/01/2026

Full Names: BHEKANI ERROL MSWANE

Title: MUNICIPAL MANAGER

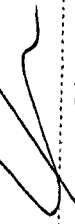
As Witnesses:

1. Full Names: LUNGELWA AKHO Signature: *[Signature]*
Title: COMPLIANCE & CONTRACT MANAGEMENT

2. Full Names: LUCY-ANN POOREAN Signature: *[Signature]*
Title: INCOME & EXPENDITURE MANAGER

Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
<i>[Signature]</i>	<i>[Signature]</i>		<i>[Signature]</i>		<i>[Signature]</i>

SLA- TRANSVERSAL CONTRACT NO- RT27-2024 FOR PROVISION OF DEBTS COLLECTION TO THE RICHMOND MUNICIPALITY FOR PERIOD 01 DECEMBER 2023 TO 31 MARCH 2029.
SIGNED for and on behalf of **REVENUE CONSULTING (PTY)LTD** by the signatory below who warrants that he/she is duly authorised.

Signature:  Date: 03/02/2024
Full Names: Sheldon Goodall
Title: Director

As Witnesses:

1. Full Names: _____ Signature: _____
Title: _____
2. Full Names: Wilma Preston Signature: 
Title: Team Leader - Book Admin

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