



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

MDLEDLE INCORPORATED

(A public company duly incorporated in terms of the laws of South Africa, having its main place of business at Suite 201, Second floor, 161 Pietermaritzburg Street, Pietermaritzburg, 3201 with registration number 2004/003509/21 and represented herein by **Mr. S A Mdledle** as the Director)

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

TENDER NUMBER: 21/2023/2024:

**LEGAL SERVICE PROVIDER TO DEFEND THE MUNICIPALITY ON A CIVIL CLAIM IN
THE MATTER BETWEEN VIMTSIRE (PTY) LTD AND RICHMOND LOCAL
MUNICIPALITY**

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

1. PREAMBLE**WHEREAS:**

The Municipality wishes to establish a database for suitably qualified and experienced Firms of Attorneys to provide specialised legal services to the Municipality on the following categories of law:

- a) Commercial and Contract Law
- b) Corporate Law;
- c) Construction Law;
- d) Litigation;
- e) Insurance Law;
- f) Legislative Drafting and Local Government Law;
- g) Labour Law;
- h) Litigation and Debt Collection;
- i) And any other specialised field of Law that the Firm of Attorneys has expertise in and that is relevant to the working environment of the Municipality.

And Whereas the Municipality advertised for prospective suppliers of the aforementioned services under the Tender Number: 21/2023/2024 Panel of Legal Advisors for Richmond Municipality for a period of three (3) years.

The Municipality in terms of its Supply Chain Management policy and procedures awarded and appointed Mdledle Incorporated as one of the Service Providers who met all of the necessary requirements, to provide legal services to defend the Municipality on a civil claim in the matter between Vmotsire (Pty) Ltd and Richmond Local Municipality, as per the attached letter of appointment, dated 01 April 2026, marked Annexure "A";

And Whereas Mdledle Incorporated has accepted the appointment, as per the acceptance letter dated 01 April 2026, marked Annexure "B";

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

Now therefore, Richmond Municipality and the Service Provider (collectively "the Parties") have reached an agreement on the terms and conditions which will regulate the provision of the Services to Richmond Municipality.

This Agreement does not seek to create an exclusive attorney client relationship with the Service Provider but instead a codification of the basic principles governing the relationship between the parties.

The Parties agree as follows:

2. DEFINITIONS

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.

2.1. Words importing –

- 2.1.1. the singular includes a reference to the plural and vice versa.
- 2.1.2. any one gender includes a reference to the other genders,
- 2.1.3. a natural person includes a reference to a juristic person and vice versa.

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

2.3. Any reference to any statute, regulation or other legislation or official policy shall be a reference to that statute, regulation or other legislation or national policy as at the time of signature date of this agreement, and as amended or re-enacted from time to time.

2.4. When a number of days is prescribed, such shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on the Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is a business day.

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

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

- 2.5.1. **"Agreement"** shall mean the agreement as set out in this document together with any annexures hereto, and any Service request;
- 2.5.2. **"Acceptance Period"** shall mean the date of acceptance of the Confirmation of Offer letter;
- 2.5.3. **"Calendar Month"** shall mean Twenty-four (24) hour days commencing at midnight (00:00) which include working and non- working days;
- 2.5.4. **"Contract"** shall mean this Service Level Agreement and includes General Conditions of Contract, Special Conditions of Contract Form of Tender number 21/2023/2024 Panel of Legal Advisors for Richmond Municipality.
- 2.5.5. **"Contact Person"** shall mean the relevant person(s) appointed by the Municipality from time to time, to oversee the execution of this agreement and whose name(s) appears on the Service Request;
- 2.5.6. **"Invoice"** shall mean the original tax Invoice prepared by the contractor reflecting the consideration or the adjusted consideration (if any), owing by the Municipality to the Contractor and which conforms to the provisions of the Vat
- 2.5.7. **"Services"** shall mean the services set out in the tender, in respect of which the Municipality has invited Service Providers to submit proposals and which are set out in a Service Request;
- 2.5.8. **"Service Provider"** shall mean Mdledle Incorporated;
- 2.5.9. **"Service Location"** shall mean the physical address where the Services will be rendered;
- 2.5.10. **"Service Request"** shall mean the Municipality's written request to the Service Provider, issued in terms of this agreement, requesting the Service Provider to render the Services set out in that request on the terms and conditions set out in that request;
- 2.5.11. **"Specification"** shall mean the requirements for the service as more fully detailed in the tender document or in the Service Request;

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

- 2.5.12. "Term" shall mean the period from the commencement date until matter is finalized;
- 2.5.13. "The Municipality" shall mean Richmond Municipality;
- 2.5.14. "RFQ" shall mean the Request for Quotation, being the formal written invitation issued by the Municipality requesting third parties to submit proposals to the Municipality in respect of the supply of the Services.

3. DURATION

- 3.1. This agreement shall commence on the Commencement Date and shall remain in force for a period of twelve months;
- Commencement date: 01 April 2026
- Expiration date: Until finalization of the matter
- 3.2. In the event of the service not being concluded within the duration of this agreement then the parties may in writing consent to an extension of this contract for a period until such time as both the parties have discharged all their obligations in terms of the agreement and as per the Municipal Finance Management Act 56 of 2003 (MFMA).
- 3.3. Notwithstanding clause 5.1 below, the parties shall have the right to terminate this agreement in terms of clause 12 herein.

4. AUTHORISED REPRESENTATIVES

- 4.1. The Municipality hereby appoint Mrs Gugu Maphumulo (Director Corporate Services) to serve as a Liaison Officer between the respective parties for the purpose of, amongst other functions, monitoring the services, issuing of instruction, taking reports from the Service Provider, evaluating work delivered, receiving, and certifying invoices for payment for work duly delivered and for payment made.
- 4.2. The Municipality warrants that the only person officially authorised to sign any legal document including this agreement on behalf of the Municipality, is B.E Mswane, who is the authorised signatory to this agreement.
- 4.3. The Service Provider hereby appoints Mr S A Mdledle as its duly authorized representative to serve as a Liaison Officer between the representatives parties.

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

- 4.4. The Service Provider warrants that S A Mdledle in his capacity as the Director is authorised to sign this agreement on behalf of the Service Provider.
- 4.5. The said persons referred to in paragraphs 4.2 and 4.3 respectively may execute any document that is required or is permitted to be executed, under this Agreement.

5. SCOPE OF WORK TO BE RENDERED

- 5.1. All the rights and obligations arising from this agreement shall be deemed to have come into operation on the commencement date.
- 5.2. Neither the appointment of the Service Provider nor anything in this agreement shall give rise to or be construed as giving rise to an employer/ employee relationship between the parties, nor shall it give rise to a joint venture nor an agreement of partnership between the parties, nor shall it give rise to a labour broking agreement.
- 5.3. The parties acknowledge that neither of the parties has any authority whatsoever to represent or to bind the other party in any capacity. In particular, but without limiting the generality of the foregoing, neither of the parties shall be entitled to conclude any contract or sign any documents on behalf of the other party, or in any way bind the other party's performance or discharge of any obligation.
- 5.4. The Service Provider shall provide specialised legal services in the following legal practise areas, but not limited to the below mentioned areas of the law:
- 5.4.1 General and Commercial Litigation,
- 5.4.2. Commercial and Contract Law;
- 5.4.3. Administrative and Constitutional Law;
- 5.4.4. Legislative Drafting Town Planning and Local Government Law;
- 5.4.5. Insurance Law;
- 5.4.6. Debt Collection; and
- 5.4.7. Labour and Employment Law.
- 5.5. The above shall be categorised as follows:

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

5.5.1 Litigation:

5.5.1.1. Advising and representing the Municipality with respect to its rights and obligations under the various operating agreements as well as potential disputes arising from the said agreements;

5.5.1.2. General Liability such as personal injury, property damage, professional liability and labour law disputes;

5.5.1.3. Commercial Transactions; and

5.5.1.4. Conducting of Litigation.

5.5.2. Legislative Drafting and Local Government Law:

5.5.2.1 Legislative Drafting and Review;

5.5.2.2. Policy Formulation, Drafting and Review;

5.5.2.3. Advise on Town Planning Matters, and

5.5.2.4 Advise on Legislation and Local Governance matters.

5.5.3. Commercial and Contract Law:

5.5.3.1 Drafting of Contracts and Service Level Agreements; and

5.5.3.2. Advising the Municipality in respect of compliance and corporate governance matters, commercial transactions, as well as any incidental matters.

5.5.4. Labour and Employment Law:

5.5.4.1. The Service Provider shall advise and promptly attend to all matters pertaining to Labour and Employment Law;

5.5.4.2. Attend to disciplinary hearings, arbitrations at the Commissioner for Conciliation, Mediation and Arbitration (CCMA); attend to the Labour Court; and

5.5.4.3 Advise on labour related matters.

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

6. OBLIGATION OF THE PARTIES

6.1. Obligations of the Service Provider:

- 6.1.1 The Service Provider shall exercise all reasonable skill, care and diligence in discharging these obligations in terms of the agreement and shall comply with all prevailing legislation relating to the rendering of the Services. The Service Provider is hereby appointed to render a service to draft contracts and service level agreements for the municipality. The Service Provider shall render the necessary legal services in accordance with the provisions of this Agreement as from 01 April 2026 until finalization of the matter.
- 6.1.2. The Services shall be rendered in a timely manner as each request for services requires, and the Service Provider shall use reasonable efforts to adhere to the time limits agreed upon when instructions are furnished.
- 6.1.3. The Service Provider shall, within a period of twenty- four (24) hours, confirm receipt of instructions in writing or verbally and shall respond in writing, within a period of forty-eight (48) hours to issues raised.

6.2. Obligations of the Municipality:

- 6.2.1. The Municipality shall afford the Service Provider, such access to information, records and other relevant material, necessary to the provision of the services by the Service Provider.
- 6.2.2. The Municipality shall make available personnel to liaise with the Service Provider.
- 6.2.3. Advise the Service Provider of any changes to the Municipality's policies as soon as may be reasonably practicable in the circumstances, where it is necessary to advise the Service Provider.
- 6.2.4. The Municipality shall be entitled to suspend or to terminate the operation of any instruction under this agreement and the Service Provider shall have no claim against the Municipality arising out of such suspension or termination.
- 6.2.5. Subject to performance in terms of this Agreement, payment shall be made by the Municipality to the Service Provider within thirty (30) days of receipt of an

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

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.

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

6.2.7. 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 five (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 Agreement.

FEE STRUCTURE

6.2.8 An amount of R 1 840.00 (One Thousand Eight Hundred And Forty Rands) per hour, as per the letter of Appointment dated 01 April 2026, shall be charged for work done in terms of this Agreement.

6.2.9 The Municipality will only pay for disbursements that have been incurred, in addition to the agreed hourly rate and proof thereof must be attached to the invoice of the Service Provider.

6.2.10 The payment of invoices shall be subject to the review and approval of the Municipality, which approval shall not be unreasonably withheld.

6.2.11 The fees charged by the Service Provider shall be in accordance with the hourly rate set out in this agreement and any other fees shall be in accordance Rules regulating Court tariffs.

6.2.12 No travelling fees will be allowed when travelling to Court unless the court is more than 60 kilometres from the office of the Service Provider or the Chambers of the Counsel.

6.2.13 Accordingly, the Municipality will not be obligated to pay the Service Provider any amount in addition to those specifically described in this Agreement, unless there is an agreed change in the scope of the services or change in the applicable law to which additional charges apply and have been approved in writing by the Municipality.

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

7. PERFORMANCE

- 7.1. The Completion Date specified in the Service Request is of the utmost importance. Non-compliance or partial compliance with the said date, as a result of the negligence of the Service Provider, will constitute a material breach of this agreement.
- 7.2. The Service Provider assumes professional and technical responsibility for its performance, which will be in accordance with recognised professional standards employed by a Service Provider performing work of a comparable nature, and that the qualitative and quantitative value added is to the satisfaction of the Municipality.
- 7.3. The Service Provider shall ensure that all personnel performing the Services shall be its employees. In the event that the services are rendered by the individual or entities who are not employees of the Service Provider, the Service Provider shall, nonetheless, be bound by the warranties set out in this Agreement.
- 7.4. The Service Provider warrants that the Services shall conform and be provided in accordance with the highest degree of professionalism and in accordance with the highest quality, principles and technique.
- 7.5. The Service Provider warrants that, in the delivery of the services, it will observe and comply with all statutory requirements imposed on it in terms of the appropriate legislations of the Republic of South Africa.
- 7.6. The Service Provider undertakes that:
- 7.6.1 It shall furnish detailed monthly progress reports on every matter that it is handling on behalf of the Municipality.
- 7.6.2. It will not engage the services of an advocate, whether junior or senior, without the written consent of the Municipality.
- 7.6.3. It shall ensure that the appointment of correspondent attorneys is done with the pre-approval of the municipality and the appointed attorney charges fees in accordance with the current party and party scale.
- 7.6.4. It shall not, without the written authorization of the Municipality, submit a matter or a dispute to arbitration; nor waive, abandon, settle or otherwise compromise any of the rights of the Municipality.

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

- 7.6.5. It shall not, without the written consent of the Municipality, grant indulgences to debtors or any other party litigant who is acting against or in negotiations with the Municipality
- 7.7. Non-compliance with this clause will be considered to be a material breach of this agreement and will entitle the Municipality to terminate this agreement with the Service Provider, without limiting the Municipality's right to recover damages from the Service Provider resulting from such cancellation, or to take all steps and to do all things necessary to remedy such a contravention itself.
- 7.8. Upon such delay beyond the set date, the Municipality may, without terminating this agreement, be entitled forthwith to obtain similar Services from a third party as the Municipality may require.
- 7.9. The Municipality may recover any adverse difference in price it may incur as well as any damages that may be suffered by the Municipality due to the Service Provider's non or partial performance of the Services and such damages to be determined against the total tender amount as reflected in the Service Request.

8. PERIODIC REVIEW

- 8.1. The Municipality shall review this agreement and assess performance of the Service Provider twice a year.
- 8.2. The Service Provider shall furnish the Municipality with Monthly progress reports on all the matters that have been referred to the Service Provider.
- 8.3. The report stated in Clause 8.2 above shall be submitted upon request by the Municipality, to enable the Municipality to prepare reports for the relevant Municipal Committee(s).
- 8.4. The reports stated in Clause 8.2 shall be inclusive but not limited to:
- 8.4.1. The status of the Required Service;
- 8.4.2. Estimated future obligations; and
- 8.4.3. Any other information regarding the Required Service.
- 8.5. Should the Municipality not be satisfied with the performance of the Service Provider, the Municipality shall be entitled to terminate this agreement.

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

9. ASSESSMENT

9.1. The Service Provider shall be assessed on the following criteria:

EVALUATION CRITERION	WEIGHT	SCALE	TOTAL SCORE (WEIGHT SCALE)
Service delivered within stipulated timeframes	5		
Quality of service specified/agreed	5		
Invoice delivered on time and correctly	5		
General ease of working with the Service Provider	5		
TOTAL			
FORMULA: TOTAL SCORE 80%			%
TOTAL SCORE MATRIX:			
- Poor: 50%; Average: 50- 59%; Excellent: 70%			

10. NON-ENFORCEMENT/ INDULGENCES GRANTED

The non- enforcement of any provision of this agreement or any indulgence that either Party may grant to the other Party shall be without prejudice to the rights of such first mentioned Party to insist upon strict compliance by such other Party with all the provisions of this Agreement or to enforce its rights in respect of which such indulgence was granted.

11. NON- EXCLUSIVITY

Notwithstanding the delivery of the Letter of Appointment and the signing of this agreement, the Municipality reserves the right, within the framework of the law, to replace or to procure Services from any other Service Provider.

12. BREACH

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

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

- 12.1.1. condone the non-performance by the other Party if there is a reasonable explanation for such non-performance; or
- 12.1.2. to terminate the entire contract on ten (10) business days' notice, in the case of material breach; or
- 12.1.3. by notice in writing, require the other Party to perform the obligations within thirty (30) days of receipt of the notice.

12.2. 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.

13. TERMINATION

13.1. This Contract shall run from the effective date and endure until it automatically terminates on finalization of the matter being the last operational date by effluxion of time.

13.2. The Contract shall also terminate, based on the following:

- 13.2.1. Either Party exercising the right to cancel the Contract because of breach of the terms and conditions of this contract;
- 13.2.2. A material breach referred to in this Contract;
- 13.2.3. Physical impossibility by either Party to perform provided that the provisions of clauses 20 and 21 shall be observed;
- 13.2.4. Mutual agreement by the Parties.

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

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

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

14. INDEMNITY

14.1. During the subsistence and termination of this Contract, the Service Provider undertakes to:

14.1.1. keep the Municipality indemnified against all indirect and consequential and special or direct losses, damages, expenses, costs and claims including, but not limited to legal fees and expense suffered by the Municipality 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; and

14.1.2. the Municipality shall not be liable for damages, expenses or costs suffered or incurred by the Service Provider 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.

14.2. The Municipality shall be entitled to recover from the Service Provider any direct loss or expenses, excluding consequential damages, suffered, or incurred by the Municipality occasioned by the failure and/or incorrect implementation of the project in terms of this Contract.

15. PENALTIES

In the event of non-compliance with the agreed times, penalty fees will be deducted in lieu of each day the service provider fails to render its serve in respect of the project. Penalty fees will be charged for failure to comply with any of the conditions set out in this agreement.

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

16. TRANSFER OF SKILLS

The Service Provider shall ensure that for the duration of the agreement, sufficient skills are transferred to the identified members of staff at the Municipality and records of such skills transfer must be detailed as well be provided to the Municipality on request.

17. MEETINGS

In addition to the provisions of clause 8.2 above, the Parties undertake to meet on an as and when required basis during the course of this agreement for the purpose of taking reports and monitoring of progress in terms of the deliverables. To ensure that the purpose and objectives of the instructions accomplished, the Parties shall periodically exchange views and furnish all such information as may be reasonably requested regarding progress, performance and other matters relating to the instruction.

18. FORCE MAJEURE

- 18.1. If a Party ('the Affected Party') is unable to perform all or part of its obligations in terms of this Agreement 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:

- 18.1.1. full particulars of the Force Majeure Event;
- 18.1.2. the impact of the Force Majeure Event on the Affected Party's obligations under this Agreement;
- 18.1.3. 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
- 18.1.4. 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.

- 18.2. 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.

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

- 18.3. 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 Agreement.
- 18.4. 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 Agreement, to the extent that:
- 18.4.1. such performance is prevented, hindered or delayed by a Force Majeure Event; and
- 18.4.2. such failure could not have been mitigated by the Affected Party taking reasonable action.
- 18.5. The Affected Party shall endeavour with due diligence to resume compliance with its obligations under this Agreement and do all that it reasonably can to overcome or mitigate the effects of any Force Majeure Event.
- 18.6. 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.
- 18.7. 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 Agreement 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.

19. DISPUTE RESOLUTION

- 19.1. In the event of any dispute or difference arising between the Parties in relation to or arising out of this Agreement, 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.

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

- 19.2. 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.
- 19.3. 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.
- 19.4. The arbitration shall be undertaken by a single arbitrator to be agreed upon between the Parties or, failing such agreement, 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.
- 19.5. The appointment of the arbitrator shall be final and binding on the Parties.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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.
- 19.9. 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

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

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.

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

19.11. 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.

19.12. The arbitration shall take place exclusively in the Municipality.

19.13. 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.

20. NO WAIVER

20.1. 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.

21. CONFIDENTIALITY

21.1. 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.

21.2. 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.

21.3. These provisions do not apply to information which is:

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

- 21.3.1. publicly known or becomes publicly known through no unauthorised act of the recipient Party;
 - 21.3.2. rightfully received by the recipient Party from a third party; independently developed by the recipient Party without use of the other Party's information;
 - 21.3.3. disclosed by the other Party to a third party without similar restrictions;
 - 21.3.4. 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
 - 21.3.5. publicly disclosed with the other Party's written consent.
- 21.4. This Clause shall survive the termination of this Contract but will cease as being enforceable 12 months after the expiry date of this Contract.

22. DOMICILIUM CITANDI ET EXECUTANDI

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

RICHMOND LOCAL MUNICIPALITY
 PRIVATE BAG X1028
 RICHMOND
 3780
 Tel: 033 212 2155
 Fax: 033 212 2102
 marked for the attention of the **MUNICIPAL MANAGER**

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

Mdledle Incorporated

Suite 201, Second Floor

161 Pietermaritzburg Street

Pietermaritzburg

3201

Tel: 033 345 4022 / 023 339 4672

E-mail: mdledlempilohle@gmail.com / meleschia.singh@gmail.com

Marked for the attention of Mr S A Mdledle

or to such other addresses, or for the attention of such other persons or department, as the Service Provider and the Municipality may from time to time notify to each other.

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

22.2.1. If delivered by hand, on the date of delivery;

22.2.2. 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;

22.2.3. 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.

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

23. 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.

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

24. GENERAL

- 20.1 This Contract may be signed by way of two or more counterparts.
- 20.2 The Parties acknowledge that the lapsing of the Contract due to effluxion of time shall cease the legal relationship between the Parties.
- 20.3 No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 20.4 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.
- 20.5 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.
- 20.6 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.
- 20.7 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.
- 20.8 Any notice or communication required or permitted to be given in terms of this Contract shall be valid and effective only in writing.
- 20.9 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.
- 20.10 This Contract shall be governed by and interpreted in accordance with the laws of the republic of South Africa.

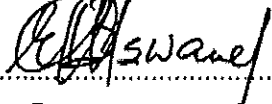
Municipal manager	Witness 1	Witness 2	Service Provider	Witness 1	Witness 2
					

21. ENTIRE CONTRACT

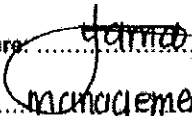
This Contract contains all the express provisions agreed on by the Parties with regard to the subject matter of this Contract and supersedes all previous negotiations, arrangement, or agreements in respect of this Contract.

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

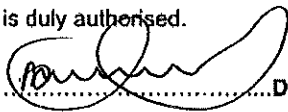
SIGNED for and on behalf of THE MUNICIPALITY by the signatory below who warrants that she is duly authorised.

Signature:  Date: 01 APRIL 2026
Full Names: BHEKANI ERROL MEWANE
Title: MUNICIPAL MANAGER

As Witnesses:

1. Full Names: Lingelwa Akilo Signature: 
Title: Compliance and contract management
2. Full Names: Nkosinathi Ngubane Signature: 
Title: SCM Manager

SIGNED for and on behalf of Mledle Incorporated by the signatory below who warrants that he/she is duly authorised.

Signature:  Date: 01 APRIL 2026
Full Names: SOLONZI ASHWELL MLEDLE
Title: DIRECTOR

As Witnesses:

1. Full Names: Mphahlele Mledle Signature: 
Title: OFFICE MANAGER
2. Full Names: Nelisiwe Ntshangase Signature: 
Title: RECEPTIONIST

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