

**MASTER HIRE AND SERVICE AGREEMENT SCHEDULE**

HIRER: GEORGE MUNICIPALITY  
 Invoicing address: P.O. BOX 19  
GEORGE  
6530  
 Tel. No: 044 801 9111

ORDER NO FIN 038 OF 2018 DATE 17-09-2019  
 Installation address: \* As per Addendum 1  
As per Addendum 2  
 Tel. No: 044 801 9111  
 Distance from servicing centre 3 km

MODEL	SERIAL NO	BASIC MONTHLY RENTAL	MONTHLY COPY CHARGES	
			COPY VOLUMES	RATES PER A4 COPY EXCL. VAT INCL. VAT
As per Addendums	As per Addendums	R 106,253.46	BW	TO
			Excess Copies:	PLUS
				CENTS CENTS
			COL	TO
			Excess Copies:	PLUS
				CENTS CENTS
			SCAN	TO
			Excess Copies:	PLUS
				CENTS CENTS

MONTHLY MINIMUM CHARGE  
 Basic Monthly Rental: R 106,253.46  
 Flat Monthly Service Fee: R 0.00  
 Minimum Committed Copy Volume/Service Charge: R 0.00  
 TOTAL: (excluding VAT) R 106,253.46  
 TOTAL: (including VAT) R 122,191.48  
 PERIOD OF HIRE: 36 MONTHS  
 Landlord's name and address \_\_\_\_\_

PLEASE ENTER "YES" OR "NO" AS APPLICABLE

SERVICE TERMS AND CONDITIONS	YES
CONSUMABLES CHARGEABLE	NO
OTHER ADDENDA TO THIS AGREEMENT	YES
SOFTWARE SUPPORT FOR CONTROLLER INCLUDED IN COPY CHARGE	NO

Copies included 0 B/W 0 Colour \_\_\_\_\_  
 Recommended maximum monthly copy volume  
 BW \_\_\_\_\_ COL \_\_\_\_\_ SCAN \_\_\_\_\_  
 \*Address for domicile purposes if different from installation address above: \_\_\_\_\_

ACCEPTED BY HIRER:  
 Name (Print): T. Botha  
 Capacity: Municipal Manager  
 Signature: \_\_\_\_\_  
 Date: 19/9/2019  
 Witness: \_\_\_\_\_

ACCEPTED BY KONICA MINOLTA:  
 Capacity: BRANCH MANAGER NATIONAL ADMIN MANAGER  
 Signature: \_\_\_\_\_  
 Date: 19/9/2019 2019-09-20

FOR OFFICE USE ONLY  
 CONTRACT NO: \_\_\_\_\_  
 CUST. NO: 37481 / 15008732  
 MEAS POINT BW \_\_\_\_\_ /COL \_\_\_\_\_  
 ADDN TO EDP: \_\_\_\_\_  
 EQUIPMENT NO: \_\_\_\_\_  
 REP CODE/CODES: 5410D / \_\_\_\_\_  
 INTERNET ACCESS  Y/N  Y M/R E-MAIL ADDRESS \_\_\_\_\_  
 METER READING VIA: DEVICE EMAIL  / VCARE

SERVICING BR/DLR: GEORGE  
 DEALER NO: 1065 GROUP A/C NO: \_\_\_\_\_  
 INSTALLATION DATE: \_\_\_\_\_  
 OPEN M/R: BW 10 COL 10 SCAN \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 TELEPHONE: 044 801 9111 EXT.: \_\_\_\_\_  
 CONTRACT START DATE: 01.10.2019

MR DATE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**GENERAL CONDITIONS OF MASTER HIRE AND SERVICE AGREEMENT**

Konica Minolta hereby lets to the Hirer who hereby hires from Konica Minolta the equipment described in the Schedule hereto, on the following terms and conditions:

- This is an Agreement of Hire and Service. The equipment will always remain the property of Konica Minolta. "Konica Minolta" means Konica Minolta South Africa, a division of Bidvest Office (Pty) Ltd.
- ~~This Agreement will commence on the Contract Start Date (as certified by Konica Minolta and noted on the Schedule) and will continue in force for the full term of the hire period as specified in the Schedule. Thereafter, this Agreement will remain in force for further 12 (twelve) month periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice to such party's domicile by any of the means provided for in Clause 27 below. Such termination will only take effect upon an anniversary of the Contract Start Date Konica Minolta may at any time during this Agreement, without prior notice to the Hirer, cede/assign and/or transfer all or any part of its right, title and interest in and to this Agreement and/or ownership of the equipment to any person whatsoever, and unless the context otherwise indicates, any reference to Konica Minolta in this Agreement will be deemed to include its cessionary/ies, assignee/s or delegate/s.~~
- Konica Minolta will install the equipment at the installation address specified in the Schedule. A charge for installation will be levied only if special lifting tackle is required or if special transport arrangements have to be made by Konica Minolta - in this event the charge will be at the rates in force at the time of installation. Risk in the equipment will pass to the Hirer on the date when the Hirer accepts delivery of the equipment and will remain with the Hirer until the equipment has been collected by Konica Minolta. The name and address of the Landlord will be supplied by the Hirer and will be entered into this Agreement where indicated. ~~The Hirer agrees to notify Konica Minolta should the landlord dispose of the premises.~~
- During the period of this Agreement:
  - the Hirer will provide for the equipment such place with such electrical connections, network points or telephone connections, if applicable, as Konica Minolta considers suitable. Once installed the equipment may not be moved without Konica Minolta's prior consent, which consent will not unreasonably be withheld;
  - Konica Minolta will move the equipment to a new site (whether or not in the premises in which it was originally installed) if so requested by the Hirer, provided that the Hirer will pay Konica Minolta the cost of so doing, based upon Konica Minolta's charges prevailing at the time as determined by Konica Minolta ("Konica Minolta's then prevailing rates and/or prices"). In the event that the Hirer, or anyone else other than Konica Minolta, moves the equipment, the Hirer will be liable to pay Konica Minolta for any repairs, new or substituted parts or materials required as a result of any damage sustained by or during such a move.
- The Hirer will pay Konica Minolta the total monthly minimum charge and the additional copy/scan charges if any, calculated at the rates specified in the Schedule, without demand, set-off or deduction, monthly in arrears upon presentation of invoice. Konica Minolta will be entitled to charge interest on all overdue amounts at the rate of 2% above the prime lending rate charged by its bankers or any cessionary. Konica Minolta may appropriate any payments made by or on behalf of the Hirer to any indebtedness of whatsoever nature of the Hirer to Konica Minolta. A certificate signed by any of Konica Minolta's managers or directors, whose appointment it will not be necessary to prove, certifying the amount due by the Hirer will, for litigation purposes, be on the face of it proof of the amount of the Hirer's indebtedness.
- If applicable, monthly copies/scans will be determined by means of the meters attached to the equipment. Reading of such meters will, in the first instance, be the responsibility of the Hirer who undertakes to provide Konica Minolta with monthly meter readings upon telephonic or electronic request being made by Konica Minolta. Konica Minolta, however, reserves the right to check the readings from time to time. Access to the Hirer's premises will be subject to the Hirer's security regulations in force from time to time. In the event of breakdown or malfunction of the meters, monthly volumes for billing purposes will be established by reference to the average copy/scan volumes over previous months. For the purposes of this Agreement, "copies" includes all A4 copies or prints, whether colour or black and white.
- The Hirer acknowledges that where a recommended maximum monthly copy/scan volume has been entered onto the Schedule, any copy/scan volumes made in excess of this maximum monthly copy/scan volume, will be in breach of Clauses 12.1 and 12.9 below and the excess/scan copy charge will apply to such excess copy/scan volumes.
- Konica Minolta will provide a maintenance service for the equipment during the period of this Agreement in accordance with the following provisions:
  - It will, subject to the provisions of this Agreement, make inspections, carry out such adjustments and repairs and replace such parts as Konica Minolta or its authorised Dealer may deem necessary to keep the equipment in good working order, throughout the period of this Agreement.
  - All software support services for Digital Controllers will, after commissioning of the controllers, be supplied to the Hirer by Konica Minolta on a quoted time and materials basis at Konica Minolta's then prevailing rates and prices or by an adjustment to the copy/scan/service charges to cater for such software support, such adjustment to be confirmed in the Schedule.

- Where the equipment installed is a refurbished or second-hand model, the on-going supply of replacement spare parts and replacement consumables is dependant on them being available from Konica Minolta's supplier.
- The copier consumables supplied under this Agreement, if any, are those necessary to produce black and colour copies, but excludes the supply of throughput material such as paper, film, staples etc. Any staples supplied for any equipment will be supplied and charged at Konica Minolta's then prevailing prices.
- Where the equipment is a plain paper facsimile machine or a laser printer, the supply of the image cartridge which includes toner, or toner or starter supplied separately, will be charged at Konica Minolta's then prevailing price.
- Konica Minolta will not charge for any routine maintenance or for any repair work done, or for any replacement parts, where the need for such work or parts arises only from fair wear and tear. If, however, the repair arises out of carelessness or misuse in operation, careless handling, damage caused as a result of floods, fire, riots, acts of God, adjustments or repairs made by any person other than Konica Minolta or its authorised Dealer, or the use of throughput material such as paper, film, staples etc. not approved by Konica Minolta, a charge will be payable at Konica Minolta's then prevailing rates and prices.
- Konica Minolta will be entitled to charge for any work carried out at the Hirer's request where work is to be done outside of Konica Minolta's normal business hours. Where the Hirer is obliged to pay a charge for any work or replacement parts, the charge will be payable at Konica Minolta's then prevailing rates and prices.
- Konica Minolta offers service free of travelling charge within a 50km radius from the allocated Konica Minolta or authorised Dealer servicing centre. If, however, the location of the equipment is outside of this 50km radius, a travelling charge will be levied, this charge to be at Konica Minolta's then prevailing rates.
- During the period of this Agreement and after its termination until the equipment has been removed by Konica Minolta from the Hirer's premises, the Hirer will:
  - use the equipment with care and take reasonable precautions to avoid accidents and to safeguard it from loss or damage and excessive wear and tear;
  - notify Konica Minolta immediately of any loss of, or damage to, the equipment or part thereof or any failure of the equipment to function;
  - not repair the equipment nor have it repaired by anyone other than Konica Minolta or its authorised Dealer in terms of Clause 8 above;
  - not use any part or component for the equipment, including black toner, if applicable, which has not been supplied by Konica Minolta and will not use throughput material such as paper, film, staples etc. which has not been approved by Konica Minolta;
  - allow Konica Minolta or anyone authorised by Konica Minolta to inspect and examine the equipment and the copy/scan counting devices, if applicable, at all reasonable times, subject to the Hirer's security regulations in force from time to time;
  - provide Konica Minolta with all such information as it may reasonably require to protect its right of ownership in the equipment;
  - not sub-let, part with possession, nor permit anyone else to use the equipment without Konica Minolta's prior written consent, nor allow the equipment to become subject to any lien, hypothec or other encumbrance or judicial attachment;
  - not cede, assign or make over any of its rights or obligations in terms of this Agreement without the prior written consent of Konica Minolta;
  - use the equipment only for the purpose for which it has been designed, and in accordance with Konica Minolta's instructions;
  - ensure that the equipment is covered and included under a comprehensive all-risks policy of the Hirer's own choice in which Konica Minolta's interest has been noted, for the replacement value of the equipment. The Hirer acknowledges that it was given free choice in connection with its insurance obligations in terms of section 43 of the Short Term Insurance Act 53 of 1998. If any of the equipment is lost or stolen, and not recovered within a period of 21 days after such loss or theft, or is damaged beyond repair, then the Hirer agrees that this Agreement will terminate in respect of such equipment;
  - nominate a responsible person, to be trained by Konica Minolta (initially free of charge), to act as key operator for the unit.
  - pay the basic monthly rental to Konica Minolta or its cessionary/ies regardless of any alleged breach by Konica Minolta of any term hereof without set-off or deduction.

**GENERAL CONDITIONS OF MASTER HIRE AND SERVICE AGREEMENT**

In addition the Hirer acknowledges that the photoconductor drum, heater rollers, transfer rollers, thermal heads and image units, whichever are applicable to the equipment, are prone to damage and must therefore be treated with special care by the Hirer, failing which Konica Minolta will not be obliged to repair or replace any of them free of charge.

13. Konica Minolta will be exempted from and will not be liable under any circumstances whatsoever for any loss of profit or other special damages or any indirect or consequential damages of any nature, whether in the contemplation of the parties or not, which the Hirer may suffer as a result of any breach by Konica Minolta of any of its obligations to the Hirer. Konica Minolta's liability will be limited to its obligation to service and maintain the equipment in terms of Clause 8 above.

14. Either party may cancel this Agreement summarily if the other:

14.1 commits any act of insolvency, is sequestrated whether provisionally or finally, or enters into business rescue or liquidation, whether provisionally or finally or passes a resolution to voluntarily begin business rescue proceedings in terms of the Companies Act 71 of 2008 ("business rescue proceedings") or if any business rescue proceedings are otherwise proposed or commenced; or

14.2 commits any other breach of any of the terms of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice from the aggrieved party requiring the other to do so.

Konica Minolta's rights under Clause 14.1 and 14.2 above are not exhaustive and in particular, in the event of cancellation of this Agreement by Konica Minolta in terms of Clause 14.1 or 14.2, then the Hirer will, on demand by Konica Minolta, pay to Konica Minolta all amounts in arrears at the date of cancellation, plus an amount equal to the aggregate of what would have been the total monthly minimum charge (as set out in the Schedule) for the balance of the period of this Agreement.

15. No relaxation of or waiver by either party of any of the terms of this Agreement will prejudice that party's right to enforce such terms on any subsequent occasion.

16. In the event of either party being in breach of any of its obligations in terms of this Agreement then, without prejudice to any other remedies or rights the aggrieved party may have, including the right of cancellation, all of which rights and remedies it will nevertheless be entitled to exercise, the aggrieved party will be entitled to suspend the performance of its own obligations (other than the Hirer's obligation to make payment in terms of Clause 12.12 above) until the breach is remedied by the defaulting party.

17. Notwithstanding the provisions of Clause 2 above, should the Hirer's changed circumstances and/or requirements warrant an upgrading of equipment capabilities, then Konica Minolta, provided the Hirer accepts the appropriate settlement charge for the unexpired rental period of the original equipment, will allow the immediate termination of this Agreement, provided further that the Hirer enters into a new Agreement with Konica Minolta in respect of alternative equipment within the Konica Minolta range, such new Agreement to be on Konica Minolta's terms, conditions and credit criteria then applicable to such alternative equipment and provided further that such new Agreement will be for a period of at least 12 (twelve) months.

18. On the expiration or earlier termination of this Agreement, the Hirer will return the equipment to Konica Minolta at the Hirer's premises and will permit Konica Minolta to remove the equipment and to have full and proper access to the Hirer's premises for that purpose. Where special lifting tackle is required or where special transport arrangements have to be made, a charge for such removal will be payable at Konica Minolta's then prevailing rates and prices.

19. Konica Minolta may, by giving the Hirer at least 30 (thirty) days written notice to the Hirer's domicilium at the time and by any of the methods provided for in Clause 27 below:

*Handwritten initials: JB, BT*

19.1 ~~increase the copy/scan/service charges/fees set out in the Schedule on an annual basis; such increases to take effect only from the anniversaries of the Contract Start Date and provided each such increase does not exceed 10% of the existing copy/scan/service charges/fees, such increase will not be a variation entitling the Hirer to terminate this Agreement. Konica Minolta's charges/fees will however, always remain market-related. Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed volume/service charge value.~~

19.2 Konica Minolta's review of charges/fees as contemplated in Clause 19.1 above is designed to cater for the effects of inflation and other increases in labour and travelling costs, and assumes that foreign currency exchange rate fluctuations will be of a minor nature. If, however, unfavorable exchange rates are experienced, Konica Minolta reserves the right, at any time, to review and increase the copy/scan/service charges/fees applied under this Agreement, to cater for such unfavorable exchange rates. The Hirer will thereupon, or in the case of an increase in excess of 10% (ten percent) in terms of Clause 19.1 above, have the right to terminate the service element of this Agreement with effect from the date on which the increase is due to take effect by giving written notice to Konica Minolta within 15 (fifteen) days from the date of receipt of Konica Minolta's notice of increase, failing which the increase will be binding on the Hirer.

19.3 Should there be an increase in the prime rate of interest charged by the bankers financing this Agreement, then Konica Minolta will be entitled to increase the basic monthly rental as provided for in the Schedule by an amount sufficient to offset the increased cost of funding. If any costs of conforming to statutory obligations and/or regulations increase, then Konica Minolta may adjust the

rentals accordingly. The adjustment will be reflected on the rental invoice following the increase. Any variation under this clause will not be a variation entitling the Hirer to terminate this Agreement.

20. This Agreement is subject to and conditional upon the information provided by the Hirer, in terms of the confidential Customer Information form, being acceptable to Konica Minolta or its cessionary/ies. Should there be any conflict between the terms and conditions contained in the Customer Information form and those herein contained, then the provisions of this Agreement will apply.

21. By signing this Agreement the signatory warrants that he/she has the authority (ex-officio, by board resolution or requisite delegation) and is duly authorised to sign, endorse and execute all documents in relation hereto, for and on behalf of the Hirer.

22. The Hirer warrants that:

22.1 in relation to the National Credit Act 34 of 2005, the Hirer has assets and/or achieves an annual turnover in excess of R2 000 000;

22.2 should the Hirer be subject to the provisions of the Public Finance Management Act 1 of 1999, or the Municipal Finance Management Act 56 of 2003, the provisions of the applicable Act will have been fully complied with in relation to this Agreement and any security referred to in this Agreement.

23. The Hirer hereby indemnifies Konica Minolta and holds it harmless against any claim, loss or expense, loss of revenue and profits, legal costs on the attorney and client scale, and any other costs arising out of or in connection with or which may be sustained or incurred by Konica Minolta in consequence of any breach by the Hirer of the warranties referred to in Clause 22 above. Without prejudice to any other rights which Konica Minolta may have in terms of this Agreement or otherwise, Konica Minolta will be entitled to exercise its rights under this indemnity immediately upon it coming to Konica Minolta's attention that the Hirer has breached the warranties referred to in Clause 22 above.

24. This Agreement will be governed by and construed in accordance with the Laws of the Republic of South Africa.

25. Each party hereby consents to the other instituting any proceedings against the other party arising out of this Agreement in any Magistrate's Court having jurisdiction over the person of the defendant, notwithstanding that the amount or basis of the claim would otherwise be outside the jurisdiction of such Court.

26. If any term of this Agreement is found to be unenforceable, that term will be deleted and the remaining terms will remain unaffected.

27. The parties accept as their respective domicile ("domicile") for the purposes of this Agreement, the physical and e-mail addresses recorded in the Schedule. Either party may change its aforesaid domicile (provided that, in the case of a physical address, whether original or new, it must be in the Republic of South Africa) by giving to the other party no less than 14 (fourteen) days written notice of such change. All notices given in terms of or in pursuance of this Agreement will be addressed to the addressee's domicile. Any notice addressed to a party's domicile will be deemed to have been received 7 (seven) days after its posting, on the date of hand delivery or on the date of e-mail transmission, as the case may be. Any notice actually received by either party will be deemed to have been properly given notwithstanding that it may not have been addressed to that party's domicile.

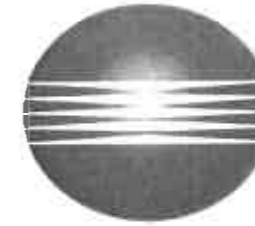
28. All prices quoted in this Agreement, the Schedule and any Annexures hereto reflect both VAT Exclusive and VAT Inclusive amounts.

29. The Hirer confirms having agreed on behalf of itself and any guarantors that Konica Minolta is entitled to communicate with any person to obtain and provide information relating to the Hirer's payment behaviour, credit worthiness, or defaults, and that such information may be disclosed to any responsible party as defined in the Protection of Personal Information Act 4 of 2013.

30. Subject to the provisions of Clause 19 above no alteration or variation of this Agreement will be of any force or effect unless it is recorded in writing and signed by both parties.

31. This document, the Schedule and any Annexures or Addenda hereto, signed by the parties and attached hereto, constitutes the whole Agreement between Konica Minolta and the Hirer, and the Hirer agrees that Konica Minolta has not agreed to any terms or conditions or made any representations, other than those stated in such documents. The Customer agrees that, other than stated in such documents, no guarantees or warranties (whether express, tacit or implied) will apply against or be binding on Konica Minolta. Once signed, each Schedule will create a separate independent Agreement. Notwithstanding the foregoing, the breach of any one of the separate Agreements so constituted will, at Konica Minolta's election, be deemed to be a breach of any or all of them.

*Handwritten signature: JB*



**KONICA MINOLTA**

**MASTER HIRE and SERVICE AGREEMENT**

between

Konica Minolta South Africa  
a division of Bidvest Office (Pty) Ltd

Reg. No. 1997/010942/07

(VAT Reg. No. 4650268230)

**("Konica Minolta")**

and

Company Registered Name: GEORGE MUNICIPALITY

Reg. No.: \_\_\_\_\_

VAT Reg. No.: 4630193664

**("The Hirer")**

*Handwritten signature: JB*



The essentials of intelligence.

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Kanda Minkala South Africa  
 Contract start date: 01.10.2019 : Period of Contract: 36 Months

Initials ..... KANDA MINKALA Initials .....

*JS* *478*

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL CHRG EXCL. VAT	COPY CHG SW CHRG EXCL. VAT	HEAT CHG EXCL. VAT	ORDER	LOCATION	VOYAGE
40209668	B1100	10722237	X79902102094	6,444.71	0.00	2.55	0.00		GEORGE MUNICIPALITY-CORPORATE SERVICES, CORPORATE SERVICES, 1ST FLOOR OLD BUILDING 71 YORK STREET, Building : Floor ,Room : GEORGE	
40209440	B227	10721118	X788027012892	809.17	0.00	5.32	0.00		GEORGE MUNICIPALITY-MUNICIPAL STORES MUNICIPAL STORES MITCHELL STREET Building : Floor ,Room : GEORGE	
40209442	B227	10721130	X788027012897	809.17	0.00	5.32	0.00		GEORGE MUNICIPALITY-RECORDS & TELECOM RECORDS & TELECOM YORK STREET, 1ST FLOOR Building : Floor ,Room : GEORGE	
40209452	B227	10721121	X788027012916	809.17	0.00	5.32	0.00		GEORGE MUNICIPALITY-REGISTRATION OFFICE YORK STREET Building : OLD AREA Floor ,Room : GEORGE	
40209746	B227	10721114	X788027012834	809.17	0.00	5.32	0.00		GEORGE MUNICIPALITY-FINANCE- HARLEM OFFI FINANCE- HARLEM OFFICE BEG STREET Building : Floor ,Room : FRANZEN	
40209811	B227	10721129	X788027012873	809.17	0.00	5.32	0.00		GEORGE MUNICIPALITY-TOWNSPANS AREA TOWNSPANS AREA OFFICE TOWNSPANS AREA OFFICE Building : Floor ,Room :	

Initials *JS* ..... KONGA MINDOLA Initials *CS*  
 Page : 2

ADDENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and KONGA MINDOLA South Africa  
 Contract start date 01.10.2019 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG EXCL VAT	COPY CHG EXCL VAT	COPY CHG BY EXCL VAT	RENT CHG EXCL VAT	ORDER	LOCATION	VOYAGE
40209605	E27	10721116	A7AK027013246	809.17	0.00	5.32	0.00	0.00		GEORGE	
										GEORGE MUNICIPALITY-CORPORATE SERVICES CORPORATE SERVICES, THEORGE SERVICES JESSULO STREET, THEMEVATSHU Building : Floor ,Room : GEORGE	
40209608	E27	10721131	A7AK027013232	809.17	0.00	5.32	0.00	0.00		GEORGE MUNICIPALITY-CORPORATE SERVICES CORPORATE SERVICES PASCADORE AREA OFFICE 26 ONE MISSION - & CHURCH ST Building : Floor ,Room : PASCADORE, GEORGE	
40209609	E27	10721127	A7AK027012938	809.17	0.00	5.32	0.00	0.00		GEORGE MUNICIPALITY-CORPORATE SERVICES CORPORATE SERVICES CONVILLE AREA OFFICE ZUMBAR STREET Building : Floor ,Room : CONVILLE, GEORGE	
40209640	E27	10721124	A7AK027012872	809.17	0.00	5.32	0.00	0.00		GEORGE MUNICIPALITY-COMMUNITY HALL CORPORATE SERVICES- COMMUNITY HALL ROSBORO AREA OFFICE VOLUNTAIRE STREET Building : Floor ,Room : ROSBORO, GEORGE	
40209641	E27	10721132	A7AK027012963	809.17	0.00	5.32	0.00	0.00		GEORGE MUNICIPALITY-CORPORATE SERVICES CORPORATE SERVICES BLAND AREA OFFICE 25 GEORGE WAY Building : Floor ,Room : GEORGE	
40209654	E667	10720827	A789027005635	1,087.92	0.00	4.66	0.00	0.00		GEORGE MUNICIPALITY-ELECTRO TECHNICAL	

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Monica Minkola South Africa  
 Contract start date 01.10.2019 ; Period of Contract 36 Months

Initials ..... MONICA MINKOLA Initials .....

*Handwritten initials: MS and JCB*

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG OIL OILS EXCL. VAT	COPY CHG SW OILS EXCL. VAT	REPAIR CHG EXCL. VAT	ORDER	LOCATION	YOARE
40209463	E367	10722401	A789027005902	1,067.92	0.00	4.66	0.00		ADMIN COMPLAINTS OFFICE BULK ROAD Building : Floor ,Room : GEORGE	
40209556	E367	10722393	A789027005879	1,067.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-UNIONALE OFFICE CORPORATE SERVICES UNIONALE OFFICE VOORREDEER STREET Building : Floor ,Room : UNIONALE	
40209566	E367	10720892	A789027005656	1,067.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-HEUNT KROM CORPORATE SERVICE 1ST FLOOR, OLD BUILDING YORK STREET Building : Floor ,Room : GEORGE	
40209589	E367	10720929	A789027005596	1,067.92	0.00	4.66	0.00		GEORGE MUNICIPALITY- EXECUTIVE MAJOR EXECUTIVE MAJOR'S OFFICE 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	
40209553	E367	10720887	A789027005629	1,067.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - FINANCE SINERY DEBERS GROUND FLOOR 71 YORK STREET Building : Floor ,Room : GEORGE	
									GEORGE MUNICIPALITY - HR GROUND FLOOR YORK STREET Building : Floor ,Room : GEORGE	

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Xonica Mxolisa South Africa  
 01.10.2019 : Period of Contract 36 Months

Initials: *DB* XONICA MxOLISA Initials *CF*

COURANCE	EQUIPMENT	EQUIP.ND	SERIAL.ND	RENDEL INCL.VAT	COPY CHS COL CHNIS INCL.VAT	COPY CHS BY CHNIS INCL.VAT	FEAT CHS INCL.VAT	ORDER.	LOCATION	YOORE
40209596	E667	10720894	A789027005728	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - CREDITIONS	
									YORK STREET Building: 1ST Floor, Room: GEORGE	
40209608	E667	10720921	A789027005560	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - FINANCE COLLECTIONS	
									71 YORK STREET Building: GROUND Floor, Room: GEORGE	
40209617	E667	10720925	A789027005597	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-HOUSING HOUSING	
									ON ST JOHN- & VANDER STREET Building: Floor, Room: GEORGE	
40209627	E667	10720926	A789027005606	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - CREDIT CONTROL	
									YORK STREET Building: GROUND Floor, Room: GEORGE	
40209635	E667	10720870	A789027005730	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - FINANCE SALARIES	
									FIRST FLOOR YORK STREET Building: Floor, Room: GEORGE	
40209638	E667	10720891	A789027005600	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-BUDGET/BACK OFFICE BUDGET/BACK OFFICE	

Initials: *DB* ..... KONDIA MINOLTA Initials ..... *GPB*  
 Page : 5

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Kondia Minolta South Africa  
 Contract start date 01.10.2019 ; Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP AND	SERIAL NO	RENTAL EXCL VAT	COPY CHG OIL CHRGIS EXCL VAT	COPY CHG SW CHRGIS EXCL VAT	FEAT CHG EXCL VAT	ORDER	LOCATION	YOKE
40209639	E367	10720868	A789027005896	1,087.92	0.00	4.66	0.00		1st FLOOR, YORK STREET Building : Floor ,Room : GEORGE	
40209641	E367	10722397	A789027005932	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-SIBELY CHAIN MANAGER SIBELY CHAIN MANAGEMENT 1st FLOOR, YORK STREET Building : Floor ,Room : GEORGE	
40209643	E367	10722422	A789027005865	1,087.92	0.00	4.66	0.00		VORREKER STREET Building : Floor ,Room : TANENHUIZ	
40209645	E367	10722389	A789027005798	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-VEHICLE REGISTRATION HIENITA STREET Building : Floor ,Room : GEORGE	
40209650	E367	10722409	A789027005882	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-CUSTOMER SERVICES GROUND FLOOR 71 YORK STREET Building : Floor ,Room : GEORGE	
									GEORGE MUNICIPALITY-GANG SERVICES OLD AIRPORT ROAD OLD AIRPORT ROAD Building : Floor ,Room : GEORGE	

Initials *OB*..... KENYA MUNICIPALITY Initials *4/6*  
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ANNEXURE 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Kenya Municipal South Africa  
 Contract start date 01.10.2019 ; Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP ID	SERIAL NO	RENTAL EXCL VAT	COPY CHG CIL OMS EXCL VAT	COPY CHG SW OMS EXCL VAT	MAINT CHG EXCL VAT	ORDER	LOCATION	NOTE
40209651	B367	10720931	A789027005592	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-FIN WATER & ELECTRIC FIN WATER & ELECTRICAL 71 YORK STREET Building : Floor ,Room : GEORGE	
40209655	B367	10720969	A789027005703	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - FINANCE COMPUTER ROOM 71 YORK STREET Building : GROUND Floor ,Room : GEORGE	
40209664	B367	10720967	A789027005712	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-TRAFFICE DEPT TRAFFICE DEPT MISSION STREET Building : Floor ,Room : GEORGE	
40209668	B367	10720969	A789027005642	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-CASHERS GROUND GROUND FLOOR 71 YORK STREET Building : Floor ,Room : GEORGE	
40209673	B367	10720938	A789027005623	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY -ELECTRO TECHNICAL ENGINEERING SECTION BRICK ROAD Building : Floor ,Room : NEXT TO KOBUS' OFFICE GEORGE	
40209682	B367	10720923	A789027005652	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY - COMMUNITY SERVICES ENVIRONMENTAL SERVICES 82 MERRIE STREET Building : GROUND Floor ,Room :	



Initials *0.25* ..... KANICA MUNICIPALITY Initials *4/6/8* .....  
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ANNEXURE 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Kanica Miralza South Africa  
 Contract start date 01.10.2019 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL. CURVIS EXCL. VAT	COPY CHG BY CURVIS EXCL. VAT	FLAT CHG EXCL. VAT	ORDER	LOCATION	VOYRE
40209834	B367	10720690	A789027005643	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-OFFICE OF THE MM OFFICE OF THE MM	INDUSIA. AVE, MEN ON THE SIDE-CORNER Building : Floor ,Room :
40209870	B367	10720694	A789027005564	1,087.92	0.00	4.66	0.00		GEORGE MUNICIPALITY-HOLDING- CLINIC BLDG HUBING- CLINIC HING, PARKING AREA	YORK STREET Building : Floor ,Room :
40209832	B4052	10722672	AAUR021021413	351.85	0.00	8.30	0.00		GEORGE MUNICIPALITY-OFFICE OF THE MM OFFICE OF THE MM - TOURISM OFFICE	MISSION STREET, BASKINBURG Building : Floor ,Room :
40209836	B4052	10722666	AAUR021021266	351.85	0.00	8.30	0.00		GEORGE MUNICIPALITY-OFFICE OF THE MM OFFICE OF THE MM - TOURISM OFFICE	JERICO STREET, THEBONG CENTRE Building : Floor ,Room :
40209837	B4052	10722691	AAUR021021235	351.85	0.00	8.30	0.00		GEORGE MUNICIPALITY OFFICE OF THE MM - TOURISM OFFICE	BERON RD, MILWOOD VILLAGE Building : Floor ,Room :
40209459	C1588	10720692	A789021056630	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY- FLIGHT (STORAGE)	WILDERNESS

Initials ..... **OB** ..... KONTA MINOLTA Initials ..... **LF** .....  
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ANNEXUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and KONTA MINOLTA South Africa  
 Contract start date 01.10.2019 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CHNDS EXCL VAT	COPY CHG BW CHNDS EXCL VAT	FRAT CHG EXCL VAT	ORDER	LOCATION	YOURE
40209562	C158	10720694	A794021057651	2,115.45	27.85	6.21	0.00		122 MITCHELL STREET Building : Floor ,Room : GEORGE	
									GEORGE MUNICIPALITY -CIVIL & TECHNICAL	
									YORK STREET Building : Floor ,Room : GEORGE	
40209563	C158	10720695	A794021057746	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY-ADMIN HOUSE OFFICE	
									BRICK ROAD Building : Floor ,Room : GEORGE	
40209564	C158	10720693	A794021058114	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY-HR DEPT GROUND FLOOR	
									71 YORK STREET Building : Floor ,Room : GEORGE	
40209565	C158	10720682	A794021060463	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY-CORPORATE SERVICES OFFICE OF DIRECTOR	
									71 YORK STREET Building : Floor ,Room : GEORGE	
40209530	C158	10720651	A794021056651	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY-PLANNING- 5TH FLOOR PLANNING- 5TH FLOOR	
									YORK STREET Building : Floor ,Room : GEORGE	

Initials *025* RONICA MINDLER Initials *CFB*

ANNEXURE 1  
 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of  
 GEORGE MUNICIPALITY  
 and Ronica Mindler South Africa  
 Contract start date 01.10.2019 ; Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG CIL EXCL. VAT	COPY CHG CIL EXCL. VAT	COPY CHG CIL EXCL. VAT	EXCH. CHG EXCL. VAT	ORDER	LOCATION	YOPE
40209647	C158	10720647	X79M021057995	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY - PLANNING BUILDING CONTROL 71 YORK STREET Building : 4th Floor ,Room : GEORGE	
40209653	C158	10720650	X79M021058019	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY-VEHICLE REGISTRATION  HIBERNIA STREET Building : Floor ,Room : GEORGE	
40209630	C158	10720691	X79M021057212	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY-FIRE STATION  MITCHELL STREET Building : Floor ,Room : GEORGE	
40209633	C158	10720646	X79M021058017	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY-OFFICE OF THE MM - T OFFICE OF THE MM - TOURISM OFFICE YORK STREET Building : Floor ,Room : GEORGE	
40209642	C158	10720683	X79M021058040	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY -CIVIL ENGINEERS NEXT TO OLD TOWN HOUSE BUILDING 71 YORK STREET Building : Floor ,Room : GEORGE	
40209643	C158	10720649	X79M021058018	2,115.45	27.85	6.21	0.00			GEORGE MUNICIPALITY-PLANNING SUPPORT PLANNING SUPPORT SERVICE	


035 Initials ..... MONICA MINOLTA Initials .....  
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ANNEXURE 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Monica Minolta South Africa  
 Contract start date 01.10.2019 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL OWNIS EXCL. VAT	COPY CHG SW OWNIS EXCL. VAT	MAINT CHG EXCL. VAT	OTHER	LOCATION	VOYAGE
40209844	C158	10725591	A79402106871	2,115,45	27,85	6,21	0,00		71 YORK STREET Building : 5th Floor ,Room : GEORGE	
40209845	C158	10720648	A79402106847	2,115,45	27,85	6,21	0,00		GEORGE MUNICIPALITY - COUNCILORS OFFICE OF THE EXECUTIVE MGR 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	
40209846	C158	10725587	A79402106822	2,115,45	27,85	6,21	0,00		GEORGE MUNICIPALITY-IP SECTION PLANNING 71 YORK STREET Building : Floor ,Room : GEORGE	
40209847	C158	10725588	A79402106508	2,115,45	27,85	6,21	0,00		GEORGE MUNICIPALITY - GO GEORGE YORK STREET Building : NEERAK 2ND Floor ,Room : GEORGE	
40209848	C158	10725588	A79402106650	2,115,45	27,85	6,21	0,00		GEORGE MUNICIPALITY - CIVIL TECHNICIAN WIDEMARNS 12TH AVENUE, DENNSOORD Building : Floor ,Room : GEORGE	
40209849	C158	10725588	A79402106650	2,115,45	27,85	6,21	0,00		GEORGE MUNICIPALITY - LEGAL SERVICES MUNICIPAL COURT 71 YORK STREET Building : 2ST Floor ,Room : GEORGE	

ATTENDUM 1 TO MAJOR HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Kofuwa Mkholwa South Africa  
 Contract start date 01.10.2019 : Period of Contract 36 Months

Initials ..... KOFUWA MNCIWA Initials .....



CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG EXCL. VAT	COPY CHG BY EXCL. VAT	PLAT CHG EXCL. VAT	OTHER	LOCATION	NOTE
40209649	C158	10725597	A79M021060579	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY - CIVIC GO GEORGE	YORK STREET Building : NEWBANK 2ND FLOOR ,Room : GEORGE
40209650	C158	10725578	A79M021060552	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY - TRAFFIC DEPARTMENT	MISSION STREET Building : Floor ,Room : BROWNSDORP GEORGE
40209651	C158	10725580	A79M021059085	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY- COMMUNITY SAFETY	CHESTERAL STREET Building : Floor ,Room : GEORGE
40209653	C158	10725598	A79M021060543	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY -CIVIL & TECHNICAL	YORK STREET Building : Floor ,Room : GEORGE
40209654	C158	10725590	A79M021060644	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY -COMMUNICA SERVICE	BROWNSDORP Building : Floor ,Room : GEORGE
40209655	C158	10725579	A79M021058870	2,115.45	27.85	6.21	0.00		GEORGE MUNICIPALITY - DEPUTY DIRECTOR CORPORATE SERVICES	1ST FLOOR, OLD BUILDING YORK STREET Building : Floor ,Room :

ADENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
 Equipment installed on behalf of GEORGE MUNICIPALITY  
 and Xonica Miroloza South Africa  
 01.10.2019 : Period of Contract 36 Months

Initials:  XONICA MIROLOZA Initials 

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL. CURUS EXCL. VAT	COPY CHG BY CURUS EXCL. VAT	YEAR CHG EXCL. VAT	ORDER	LOCATION	NOTE
40209656	C158	10725595	A79M021060501	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY - MAYORS OFFICE EXCLUSIVE MAYOR'S OFFICE 71 YORK STREET Building : 2ND Floor ,Room : GEORGE
40209657	C158	10725581	A79M021060009	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY - FINANCE DEPT C/O 71 YORK STREET Building : 1ST Floor ,Room : GEORGE
40209658	C158	10725594	A79M021060505	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY-COMMUNITY SERVICES COMMUNITY DEVELOPMENT OR ST JOHN & VASING AVE Building : GROUND Floor ,Room : GEORGE
40209659	C158	10725595	A79M021060648	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY - MUNICIPAL MANAGER OFFICE OF THE MM 71 YORK STREET Building : 3RD Floor ,Room : GEORGE
40209660	C158	10720650	A79M021060267	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY -TRAFFIC DEPT TRAFFIC DEPARTMENT LAW & ADMIN MISSION STREET Building : Floor ,Room : GEORGE
40209665	C158	10725592	A79M021060583	2,115.45	27.85	6.21	0.00		GEORGE	GEORGE MUNICIPALITY - ENVIRONMENTAL SERV

DATE : 16.09.2019

ADENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE  
Equipment installed on behalf of GEORGE MUNICIPALITY  
and Ronica Municipality South Africa  
Contract start date 01.10.2019 ; Period of Contract 36 Months

Initials :..... RONICA MUNICIPALITY Initials .....

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CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CGS COL. CRUS EXCL. VAT	COPY CGS RW CRUS EXCL. VAT	PLAT CGS EXCL. VAT	OPER.	LOCKDOWN	VORRE
40209667	CNS8	10725567	A796021061296	2,115.45	27.85	6.21	0.00		COMMUNITY SERVICES 82 WELDE STREET Building : 1ST Floor ,Room : GEORGE	GEORGE MUNICIPALITY - SEWER SEWER 71 YORK STREET Building : 2ND Floor ,Room : GEORGE

ACCEPTED FOR GEORGE MUNICIPALITY

NAME : *T. Botha*  
 CEMTITY : *Municipality*  
 SIGNATURE : *[Signature]*  
 DATE : *18/9/2019*

ACCEPTED FOR WSA

NAME : *Pierre Kruger*  
 CEMTITY : *Branch Manager*  
 SIGNATURE : *[Signature]*  
 DATE : *19/9/2019*

ACCEPTED FOR WSA

NAME : *Helina Gersdahl*  
 CEMTITY : *National Admin Manager*  
 SIGNATURE : *[Signature]*  
 DATE : *2019-09-20*

*Wesley*

**ADDENDUM 2 TO HIRE & SERVICE AGREEMENT**

**BETWEEN**

**KONICA MINOLTA SOUTH AFRICA A DIVISION OF BIDVEST OFFICE (PTY) LTD  
(hereinafter "Konica Minolta")**

**AND**

**GEORGE MUNICIPALITY  
(hereinafter "Hirer")**

The amendments to the General Conditions are agreed to as follows:

Clause 2 is deleted and replaced by:

This Agreement will commence on the Contract Start Date (as certified by Konica Minolta and noted on the Schedule) and will continue in force for the full term of the hire period as specified in the Schedule. Thereafter, this Agreement will remain in force for further monthly periods unless terminated by either party giving to the other not less than 30 (thirty) days written notice to such party's domicile by any of the means provided for in Clause 27 below.

The Hirer hereby agrees that Konica Minolta may cede or transfer to Sunlyn Pty/Ltd and/ or Sasfin Bank Ltd and/or any of its subsidiaries, associates and its funding vehicles for valuable consideration received all our rights under the terms of this agreement. You acknowledge and consent to the aforesaid cession. Despite this cession we will remain responsible for the performance of this agreement. You agree that, if we transfer, you will hold the goods on behalf of, and continue to fulfill your obligations to the new owners of the rights to the Agreement and/or the goods.

Clause 19.1 is deleted and replaced by:

19.1 increase the copy/scan/service charges/fees set out in the Schedule on an annual basis; such increases to take effect only from the anniversaries of the Contract Start Date and provided each such increase does not exceed 5.00% of the existing copy/scan/service charges/fees, such increase will not be a variation entitling the Hirer to terminate this Agreement. Konica Minolta's charges/fees will however, always remain market-related. Any revision of the copy/scan/service charges/fees made under this clause will result in a revised monthly committed volume/service charge value.

An additional Clause 32 is added:

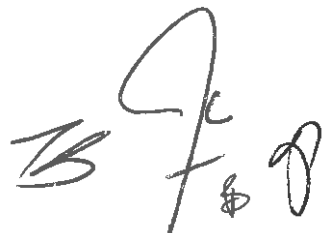
**DISPUTE RESOLUTION:**

32.1 Without detracting from any party's right to institute action or motion proceedings in the High Court or other Court of competent jurisdiction in respect of any dispute that may arise out of this agreement, the parties may, by mutual consent, follow the mediation and/or arbitration procedure as set out in clauses 32.2 and 32.3.

**32.2 Mediation**

32.2.1 Subject to the provisions of clause 32.1 should any dispute arise between the Parties in respect or pursuant to this agreement, including, without limiting the generality of the a foregoing, any dispute relating to, amongst others:

- 32.2.1.1. the interpretation or performance of any of the terms;
- 32.2.1.2. any of the Parties rights and obligations;
- 32.2.1.3. any procedure to be followed;
- 32.2.1.4. the termination of this agreement;





32.2.1.5. the ratification of this agreement,  
then the parties shall endeavor to resolve the dispute by means of mediation.

32.2.2. The dispute shall be conducted by an independent Mediator as decided by mutual agreement between the parties, which may also be the Municipal Manager of Garden Route District Municipality.

32.2.3. The dispute shall be heard by the Mediator at a place and time to be determined by him or her in consultation with the parties.

32.2.4. If an agreement cannot be reached upon a particular Mediator within 3 (three) business days after the parties have agreed to refer the matter to mediation, then a professional body shall nominate a registered Mediator with the relevant experience within 7 (seven) business days after the parties have failed to agree.

32.2.5. In the event that the Parties are unable to resolve their dispute through the mediation process, the Parties must deal with the dispute in terms of clause 32.3.

32.2.6. The costs of mediation shall be determined by the Mediator.

### 32.3 Arbitration

32.3.1. Subject to the provisions of clause 32.1, the parties may agree to refer any dispute arising out of this agreement to Arbitration.

32.3.2. Arbitration shall be held in George and otherwise in accordance with the provisions of the Arbitration Act, No. 42 of 1965, as amended from time to time, it being intended that if possible it shall be held and concluded within 10 (ten) business days after it has been demanded.

31.3.3. Save as otherwise specifically provided herein, the Arbitrator shall be if the matter in dispute is:

- (a) primarily a legal matter, a practicing Advocate of the Cape Bar; and
- (b) any other matter, an independent and suitably qualified person as may be agreed upon between the parties to the dispute.

32.3.4. If agreement cannot be reached on whether the question in dispute falls under 32.3.3(a) or 32.3.3(b) and/or upon a particular Arbitrator within 3 (three) business days after arbitration has been demanded, then the Chairperson for the time being of the Cape Bar Council shall:

- (a) determine whether the question in dispute falls under 32.3.3(a) or 32.3.3(b); and/or
- (b) nominate the Arbitrator within 7 (seven) business days after the parties have failed to agree.

32.3.5. The Arbitrator shall give his or her decision within 5 (five) business days after the completion of the arbitration. The Arbitrator may determine that the costs of the arbitration are to be paid by either or all of the parties, as the case may be.

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32.3.6. The decision of the Arbitrator shall be final and binding and may be made an order of the Western Cape High Court upon the application by any party to the arbitration.

32.3.7. The Hirer will continue to pay for the rental portion of the agreement during the dispute.

ACCEPTED BY HIRER: TREVOR BOTHA  
Name (Print) :  
Capacity: Municipal Manager  
Signature : [Signature]  
Date : \_\_\_\_\_  
Witness : [Signature]  
Date : 16/9/2019

ACCEPTED BY KONICA MINOLTA:  
Capacity: Branch Manager  
Signature : [Signature]  
Date : 19/9/2019  
Capacity: National Admin Manager  
Signature: [Signature]  
Date : 2019 -09- 20

[Handwritten initials] & [Handwritten initials]