



**SERVICE LEVEL AGREEMENT  
Tender Number: FIN026/2018**

**BETWEEN**

**CAB Holdings (Pty) Ltd  
(Hereinafter called CAB)**

**AND**



**George Municipality  
(Hereinafter called the Municipality)**

**This agreement sets out the terms and conditions for the printing and distribution of the monthly Municipal Accounts and Newsletters for a period of three years**

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A collection of handwritten signatures and initials in black ink, including a large signature on the left, a smaller signature in the middle, and several initials on the right.



### Terms and Conditions

1. This agreement shall operate for a minimum period of three (3) years from 1 February 2019 to 31 January 2022.
2. This agreement is subject to a minimum monthly handling charge of R810.00 /1000 excluding VAT. Three calendar months' written notice of termination given by either party to the other.
3. This agreement provides for bulk e-mailing of accounts. For bulk emailing, there is no service fee. The e-mailing rate per account is R0.15c excluding VAT. This is based on 17,000 accounts per month.
4. The Municipality shall be responsible for the good condition and preparation of all data files submitted to CAB, as well as controls for reconciliation purposes and the retention of copies for security purposes.
5. The Municipality shall ensure that data files are transmitted to CAB by e-mail or secure FTP on a monthly basis and will notify CAB of any problems which may result in data files not being transmitted.
6. CAB undertakes responsibility for ensuring the security of data files containing the Municipalities accounting information and will guard against any form of abuse or illegal usage of the said data files.
7. CAB shall ensure that the files are processed and distributed within 48 hours from the time the data is received by CAB or from time of receipt of confirmation to proceed. This commitment is subject to any delays caused which are beyond CABs control.
8. The charge-out rates, specified in this agreement, or the annexure hereto, shall remain fixed for the first year and an increase of 4.5% shall apply for years two (2) and three (3). No additional annual escalations will apply.
9. The Municipality agrees to pay for any special processing requirements or costs over and above those provided for in this agreement.
10. All documents, programs, parameters and procedures designed and developed by CAB and *Billit* for the Municipality remain the property of CAB and *Billit*.

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11. The monthly service charges for mailers processed, is inclusive of computer processing, laser printing, mail processing and statement stationery, and is based on a monthly volume of approximately 41 500 statements.
12. A party hereto may terminate this agreement if the other party fails to remedy a breach of any of the terms hereof within 14 (fourteen) days of receipt of written notice requiring it to remedy such breach.
13. No variation, modification or amendment of this agreement shall be binding upon both parties to this agreement unless reduced to writing and signed by both parties.
14. This document constitutes the sole record of agreement between CAB and the Municipality . Neither party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.
15. DISPUTE RESOLUTION:
  - 15.1 The parties hereby agree that in the event of a dispute arising out of this agreement then resolution of this dispute must be attempted by the way of consultation between the parties. If the consultation process does not lead to a resolution of the dispute, within 10 days, then the parties agree to refer the dispute for arbitration.
  - 15.2 All arbitration proceedings shall be conducted in George. The arbitration shall be conducted informally, but in accordance with the provisions of the arbitration Act, No. 42 of 1965, it being intended that if possible, it shall be concluded within (10) ten days of referral.
  - 15.3 If the parties cannot agree on the appointment of an Arbitrator within three days after arbitration has been agreed upon, then the President for the time being of the Cape Bar Council will be requested to appoint the arbitrator.
  - 15.4 The fees payable to the arbitrator shall be determined and agreed to between the arbitrator and the parties and the parties shall be jointly and severally liable for the payment of the arbitrator 's fees. Any party may request the other party to deliver an acceptable guarantee or reasonable deposit for his portion of the cost.
  - 15.5 The Arbitrator shall be requested to hand down his/her award within (10) ten days after the completion of the arbitration.

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- 15.6 The decision of the Arbitrator shall be final and binding and may be an order of the Cape of Good Hope Provincial Division of the High Court upon the application by any party to the arbitration.

#### NOTICES AND DOMICILIUM

- 16.1. The Parties hereto select as their respective *domicilia citandi et executandi* ("*domicilium*") the following physical addresses, and for the purpose of giving or sending any notice, the payment of invoices the serving of any process and for any other purpose provided for or required hereunder:

#### THE GEORGE MUNICIPALITY:

**Physical Address:**  
George Municipality  
71 York Street  
George  
6529

**Postal Address:**  
George Municipality  
P O Box 19  
George  
6530

Tel No: 044-801 9111

E-mail: [mmreception@george.gov.za](mailto:mmreception@george.gov.za) for the attention of the Municipal Manager.

#### CAB HOLDINGS (PTY) LTD:

**Physical Address:**  
Unit 8, Bofors 2 Industrial Park  
98 Bofors Circle  
Epping 2

**Postal Address:**  
P O Box 8182  
Johannesburg  
2000

Tel No: 021-534 0770

E- mail: [oscar@cabholdings.co.za](mailto:oscar@cabholdings.co.za) for the attention of the Mr Oscar Whate.

- 16.2 Each party shall be entitled to nominate a physical address, not being a post box or poste restante, in substitution for the address set out above in respect of it at any time by giving the other party hereto 21 (twenty-one) days written notice of such change of address;

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16.3 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile and email. Communications by facsimile and email shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 hours after the time of transmission. Communications by e-mail shall be deemed to have been received by the addressee upon receipt of an e-mail acknowledging such receipt

Signed at GEORGE on this the 18<sup>TH</sup> day of MARCH 2019.

For and on behalf of **George Municipality**

Mr T Botha  
Municipal Manager

Mr K Jordaan  
Director: Financial Services

Witnesses:

1.   
2.

Signed at ..... on this the ..... day of ..... 2019.

For and on behalf of **CAB Holdings (Pty) Ltd**

  
.....  
Managing Director pp

Witnesses:

1.   
2.

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