

SERVICE LEVEL AGREEMENT

Entered into by and between



RUSTENBURG LOCAL MUNICIPALITY

A Municipality established in terms of the Municipal Structure Act 117 of 1998
(As amended), herein represented by **ADV. ASHMAR KHUDUGE** in his
capacity as **MUNICIPAL MANAGER**

(Hereinafter referred to as “RLM”)

AND

MONTANI PROPERTY VALUERS (PTY) LTD

A company duly registered in terms of the laws of Republic of South Africa, with registration
number 2012/199862/07 herein represented by

TSAKANE KWENA PETER MONTANI

(Hereinafter referred to as “SERVICE PROVIDER”)

It is agreed between the parties that: -

- (a) **RLM** is a Municipality constituted in terms of Municipal Structure Act 117 Of 1998 as amended and is authorised to deliver various services within its area of jurisdiction.
- (b) **SERVICE PROVIDER** has submitted a bid document for the **Compilation and Maintenance of the Valuation Roll for the Rustenburg Local Municipality**, a bid which has been accepted by RLM.
- (c) **SERVICE PROVIDER** now contracts with RLM and binds itself to meet the performance goals and comply with the obligations contained herein **Compilation and Maintenance of the Valuation Roll for the Rustenburg Local Municipality**, in addition to the performance goals and obligations contained in Bid Documents which they submitted to RLM.
- (d) Time and accuracy are the essence in the in **Compilation and Maintenance of the Valuation Roll for the Rustenburg Local Municipality**.

1. INTERPRETATION

In this agreement, unless the context indicates otherwise: -

- 1.1 Words importing natural persons shall include a reference to body corporate and other legal persons and vice versa;
- 1.2 Words importing the masculine shall include a reference to the feminine and vice versa;
- 1.3 Words importing the singular shall include a reference to the plural and vice versa;
- 1.4 Addendums to this agreement (if any) shall be deemed to have been incorporated herein and shall form an integral part hereof;
- 1.5 A reference to a party in a document includes that party's successor in title and permitted assigns;

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- 1.6 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time;
- 1.7 Where the day on or by which anything is to be done is not a business day, it shall be done on or by the first business day thereafter;
- 1.8 In this agreement, any stated period of time shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on Saturday, Sunday or Public Holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday;
- 1.9 The headings appearing in this agreement are for reference purposes only and shall not affect the interpretation hereof;
- 1.10 If any provision is a definition (under this heading "Interpretation" and/or any other heading in this agreement) and is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition (or such other clause) effect shall be given to it as it were a substantive provision in the body of the agreement;
- 1.11 Where figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail;
- 1.12 Use of word "including" followed by one or more examples shall not be interpreted as precluding others, nor as limiting the generality of the preceding words.
- 1.13 Use of word "pay or payment" or similar, means payment in full without any deduction or set off whatsoever save where expressly provided for herein, on or before the stipulated date;
- 1.14 It is agreed that both parties have had access to legal advice in the entering into of this agreement and that in the circumstances, and if any interpretation is required, the terms hereof will not be interpreted against Rustenburg Local Municipality;

2. DEFINITIONS

In this contract, unless the context indicates otherwise the following expressions shall have the meaning assigned to them hereunder: -

“Service Provider”	shall mean Montani Property Valuers (Pty) Ltd , a corporate duly incorporated in terms of the laws of South Africa bearing the Registration No 2012/199862/07 and having its principal address of business at 504 Chickweed Street, Unit 20 Dolphin Park, Annlin, Gauteng, 0182 and shall include its successor in title and permitted assigns;
“RLM”	shall mean Rustenburg Local Municipality and its successor in title;
“Bid”	shall mean the bid number RLM/BTO/0163/2024/25 for the compilation of the valuation roll for the Rustenburg Local Municipality
“Bid Amount”	shall mean the fee payable to the service provider as per the bid number RLM/BTO/0163/2024/25 as espoused in the service provider’s pricing data supplied for the Compilation of the Valuation Roll for the Rustenburg Local Municipality
“Effective date”	shall mean period commencing on 1 st January 2026 (<i>the date is subject to the Council approval</i>) notwithstanding the date of the signing of this agreement. It should be noted that the valuation roll processes commence 18 months prior to the date of implementation
“Agreement”	means this agreement including annexures and addendums hereto and amendment hereof;

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“Scope of work”	means the Bid specification as contained in the Bid RLM/BTO/0163/2024/25 for the Appointment of Qualified Valuers for the Compilation and Maintenance of the new Valuation Roll.
“Good Industry Practice”	in relation to the manner in which services are rendered and as referred to in this agreement, shall mean standards, practices, methods and procedures conforming to all applicable law and exercise the degree of skill, care, diligence, prudence and foresight that would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under certain circumstances;
“Bid Specification”	shall mean the specifications or terms of reference
“Services”	shall mean the Compilation and Maintenance of the General Valuation Roll for the Rustenburg Local Municipality
“Business Day”	means the working day, excluding Saturdays, Sundays and public holidays
“Client”	means RLM
“Methodology”	means the professional expertise and the system of methods required by the SERVICE PROVIDER to perform obligations set out in terms of this Agreement
“Prime Rate”	means the variable interest rate as charged by the SERVICE PROVIDER bankers from time to time
“Project”	means the services to be performed by the SERVICE PROVIDER in terms of this bid and the corresponding obligations to be fulfilled by the Client;

- “Rates Act”** means the Local Government Municipal Systems Act, No 32 of 2000
- “Rates Policy”** means the Municipality’s Rates Policy as contemplated in Section 3 of the Rates Act
- “Systems Act”** means the Local Government Municipal Systems Act, No 32 of 2000
- “Corrupt act”** includes:
- (a) Offering, giving or agreeing to give to **RLM** or any other organ of state or to any official of or person employed by or on behalf of **RLM** or any other organ of state, any gratification (as defined below) of any kind as an inducement or reward:
 - (i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with **RLM** or any other organ of state; or
 - (ii) for showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with **RLM** or any other organ of state;
 - (iii) in any circumstances that would constitute an offence in terms of the Prevention and Combating of Corrupt Activities Act 12 of 2004; or
 - (iv) for entering into this agreement or any other contract with **RLM** or any other organ of state in connection with which commission has been paid or has been agreed to be paid by **SERVICE PROVIDER** or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of

any such contract for the payment of such commission have been disclosed in writing to RLM;

(b) Committing any offence:

- (i) under any law from time to time dealing with bribery, corruption or extortion including but not limited to the Prevention and Combating of Corrupt Activities Act 12 of 2004;
- (ii) under any law creating offences in respect of fraudulent acts or Tenders; or
- (iii) at common law, in respect of fraudulent acts in relation to this agreement or any other contract with RLM or any other public body; or
- (iv) Defrauding or attempting to defraud or conspiring to defraud RLM or any other public body.

“Gratification”

includes:

- (a) Money, whether cash or otherwise;
- (b) Any donation, gift, loan, fee, reward, valuable security, property or interest in property of any description, whether movable or immovable, or any other similar advantage;
- (c) The avoidance of a loss, liability, penalty, forfeiture, punishment or other disadvantage;
- (d) Any office, status, honour, employment, contract of employment or services, any agreement to give employment or render services in any capacity and residential or holiday accommodation;

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- (e) Any payment, release, discharge or liquidation of any loan, obligation or other liability, whether in whole or in part;
- (f) Any forbearance to demand any money or money's worth or valuable thing;
- (g) Any other service or favour or advantage of any description, including protection from any penalty or disability incurred or apprehended or from any action or proceedings of a disciplinary, civil or criminal nature, whether or not already instituted and includes the exercise or the forbearance from the exercise of any right or any official power or duty;
- (h) Any right or privilege;
- (i) Any real or pretended aid, vote, consent, influence or abstention from voting, or
- (j) Any valuable consideration or benefit of any kind, including any discount, commission, rebate, bonus, deduction or percentage.

3. APPOINTMENT

- 3.1 RLM hereby appoints **SERVICE PROVIDER**, who hereby accepts such appointment to execute the project with effect from the effective date, subject to the terms and conditions of this agreement.
- 3.2 The Service Provider will appoint one if its directors who is a professional Valuer as such in terms of the Property Valuers Profession Act, 47 of 2000, to be appointed as the Municipal valuer in terms of Section 33 of the Rates Act.
- 3.3 The service provider shall appoint a substitute municipal valuer to carry the functions of the Municipal Valuer in terms of Schedule 2(B) of the tender document.

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- 3.4 The service provider will prior to the appointment as contemplated in clause 3.2 provide the Municipality with written proof that the person so nominated complies with the requirements set out in clause 3.2
- 3.5 The service provider will ensure that the person so nominated will throughout during the tenure of this agreement, remain so registered and qualified.
- 3.6 In terms of the service providers appointment, the service provider has to compile a valuation roll and supplementary valuation rolls for all properties within the Municipality's area of jurisdiction for the period **of five years ending 30th June 2031** in terms of the requirements of the Rates Act, and maintain such valuation roll and supplementary valuation rolls.
- 3.7 The service providers appointment in terms of this agreement is personal to the service provider, and the service provider may not cede or assign this agreement or the service provider's rights arising here from.
- 3.8 The service provider and the municipal valuer to be appointed pursuant to clause 3.2 as well as the data capturers contemplated in clause 10 will always be required to comply with the Code of Conduct as set out in Schedule 2 of the Systems Act.
- 3.9 The service provider will be required to deliver Section 49 notices to the Municipality.

4. DURATION AND PAYMENT

- 4.1 This agreement shall commence on **1st January 2026** notwithstanding date of signature hereof and shall end on **31st December 2031**, unless terminated earlier in terms of the provisions of this agreement.
- 4.2 Nothing in this agreement shall be construed as creating any expectation that this agreement will be renewed for a further term or period. No statement, promises or the like from any official of Rustenburg Local Municipality regarding further renewals of this contract shall bind Rustenburg Local Municipality unless they are contained in a written

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agreement signed by the Municipal Manager or duly authorised representative of Rustenburg Local Municipality;

- 4.3 Service Provider acknowledges that on expiry of the period of this agreement, the Rustenburg Local Municipality will be obliged to engage in an open and competitive bidding process in which Service Provider will be entitled to participate provided that they meet and are able to comply with the tender specification issued, before any further contract for the rendering of the services are awarded to any party;
- 4.4 Rustenburg Local Municipality shall pay Service Provider for the provision of services as per the ***Pricing Schedule in line with the bid and the Appointment Letter***;
- 4.5 Rustenburg Local Municipality shall pay amounts due on timeously submitted correct invoices on or before the last day of the following month;
- 4.6 Service Provider is required to claim escalation price (where applicable) at a period relevant to a year in which the fee/price should have escalated accordingly, failing which it shall be forfeited when claimed beyond the term of contract;
- 4.7 Rustenburg Local Municipality shall be entitled to withhold payment of any amount claimed where there are legitimate queries outstanding or where proof of having performed the services, or a part thereof, has not been supplied as required below.

4. TIME SCALES

- 4.1 Adherence to the project implementation: In order to ensure that the valuation roll as contemplated in this agreement is timeously compiled in accordance with the requirements of the Rates Act, the parties agree to adhere to the following time scales and deadlines. The time scales will be finalised after council has approved the contract.

Activity/Action	Responsibility	Date/ Timeframe
Successful service provider/Municipal Valuer starts with valuation process/ meeting with MPRA Steering Committee to discuss and finalize work plan	Municipal Valuer	05 January 2026
Prepare item for designation of the Municipal Valuer	Municipal Manager/ Chief Financial Officer	31 January 2026

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Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	28 February 2026
Submit quarterly progress report to MEC for COGTA	Municipal Manager	31 March 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	30 April 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 May 2026
Submit quarterly progress report to MEC for COGTA	Municipal Manager	30 June 2026
Submit item to special council for adoption of DATE OF VALUATION – section 31 of MPRA	Valuation section/ Administration	31 July 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 July 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 August 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	30 September 2026
Review and amend Rates Policy where necessary	Municipal Manager/ Chief Financial Officer	31 October 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 October 2026
Submit quarterly progress report to MEC for COGTA	Municipal Manager	31 October 2026
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	30 November 2026
Municipal Valuer submit draft valuation roll to municipality for scrutinizing	Municipal Valuer	30 November 2026
Municipality scrutinized draft valuation roll and compare with existing roll for omissions and other mistakes	BTO: Billing Unit Valuation section	1 December 2026 to 14 January 2027
Monthly progress report meeting of MPRA Steering Committee	BTO: Billing Unit Valuation section	14 December 2026
Municipality submit report to municipal valuer on all mistakes in valuation roll for rectification	BTO: Billing Unit	15 January 2027
Municipal Valuer to submit Certified Valuation roll to municipal manager	Municipal Valuer	31 January 2027
Submit quarterly progress report to MEC for COGTA	Municipal Manager	31 January 2027
Publishing of Section 49 notices for inspection and lodging of objections in regard to the valuation roll: - Provincial Gazette - Local newspaper (2 weeks) - Individual Notices - Municipal Web-site	Municipal Manager/Municipal Valuer/Chief Financial Officer	21 February 2027
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 March 2027
Last day for inspection of valuation roll and lodging of objections	Municipal Valuer	31 March 2027
Council to adopt Rates Policy and draft Operating and Capital Budgets for 2027/2028	Municipal Manager/Office of the Executive Mayor	31 March 2027
Advertise Rates By-law for public comments	Municipal Manager/Office of the Executive Mayor	31 March 2027

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Hand over objections received to Municipal Valuer for consideration	Municipal Manager/Chief Financial Officer	15 April 2027
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	30 April 2027
Submit quarterly progress report to MEC for COGTA	Municipal Manager	30 April 2027
Closing of Public Comments on Rates Policy	Municipal Manager/Office of the Executive Mayor	30 April 2027
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	31 May 2027
Municipal Council to adopt 2027/2028 Operating and Capital Budgets, Budget related policies and Rates Policy	Council	31 May 2027
Publish Rates By-law in provincial Gazette	Municipal Manager/Chief Financial Officer	01 June 2027
Advertise Tariffs on notice boards and Rates Tariffs in Prov. Gazette for 2027/2028 financial year.	CFO/	01 June 2027
Monthly progress report meeting of MPRA Steering Committee	Municipal Valuer	14 June 2027
Submit quarterly progress report to MEC for COGTA	Municipal Manager	30 June 2027
Implementation of the New General Valuation Roll	Municipal Manager/ Chief Financial Officer	1 July 2027

4.2 The service provider will assist the municipality regarding the preparation of the Rates Policy and with all the necessary community participation with regard thereto, as contemplated in Section 4 of the Municipal Property Rates Act, as well as with annual review of the Rates Policy as required by Section 5 of the Municipal Property Rates Act.

4.3 It is recorded that the municipality derives a substantial portion of its income from the levying of assessment rates on properties within its jurisdiction, and that:

4.3.1 The timeous and accurate compilation of the valuation roll as contemplated in this agreement is therefore of utmost importance to the Municipality, and

4.3.2 Any failure by the Service Provider to strictly adhere to its obligations as set out in this agreement is likely to lead to a substantial financial loss to the Municipality.

5 SCOPE AND NATURE OF SERVICES TO BE RENDERED

5.1 In performing its duties in terms of this agreement, the service provider will fully comply with all relevant provisions contained in the Rates Act as regards the compilation of valuation rolls, and in particular with the following provisions of the Rates Act:

5.1.1 The valuation of different categories of properties in terms of Section 8(2).

5.1.2 The valuation of multiple purpose properties in terms of Section 15 and the review thereof, if required by the municipality

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- 5.1.3 Attending to exemptions, reductions, or rebates in terms of Section 15 and review thereof, if required by the municipality.
- 5.1.4 The compilation of the valuations in terms of Section 7(1), subject to the provisions of Section 30(2), where applicable.
- 5.1.5 The compliance with the provisions of Section 30
- 5.1.6 The compilation of the valuation rolls as at date of valuation in terms of Section 31
- 5.1.7 Full compliance with Section 34 and the functions of the municipal valuer.
- 5.1.8 Compliance with Section 36, relating to data collectors and the assumption of responsibility for their performance
- 5.1.9 The compliance with Section 37 delegation where applicable and if necessary;
- 5.1.10 The compliance with Section 39 - qualification of municipal valuer.
- 5.1.11 The compliance with Section 40 - prescribed qualification.
- 5.1.12 The compliance with Section 41 - inspection of property within defined days and times
- 5.1.13 The compliance with Section 42 - access to information
- 5.1.14 The compliance with Section 43 - conduct of valuers
- 5.1.15 The compliance with Section 44 - protection of information.
- 5.1.16 The compliance with Section 45 - valuation methodology and Section 13 thereof.
- 5.1.17 The compliance with Section 46 - general basis of valuation.
- 5.1.18 The compliance with Section 47 - Sectional Title Schemes.
- 5.1.19 The compliance with Section 48 - content of the valuation roll including any additional information that the municipality may require in terms of the tender.
- 5.1.20 The compliance with Section 51 - processing of objections, if so, required by the municipality.
- 5.1.21 The compliance with Section 52 (1) (3) - compulsory review
- 5.1.22 The compliance with Section 53 – notifications
- 5.1.23 The compliance of Section 69 - decision of Valuation Appeal Board and Section 34(f).
- 5.1.24 The compliance with Section 78 - supplementary valuations including annual reviews of multiple properties in terms of Section 9 and the properties affected in terms of Section 15 of the Act, if so, required by the municipality.
- 5.1.25 The compliance with Section 81 and 82 of the Act. The service provider's nominated person/s shall provide and make available all data and valuations for the purpose of the internal monitoring by the Municipality as well as monitoring by the MEC for Local

Government in terms of Section 81 (1) of the Act and the Minister in terms Section 82(1). Such data must be available in format that is easy to read, understand.

- 5.2 The service provider must ensure that all valuation data is compatible with the Municipality's financial system which will be communicated from time to time, in order to enable the electronic downloading of the valuation data.
- 5.3 The service provider will be fully responsible to gather all the necessary data to enable the service provider to compile the valuation roll and all supplementary rolls, which data must be capable of being checked, audited, verified and monitored.
- 5.4 The service provider agrees that all information, graphs and cadastral maps etc. compiled by the service provider that outlines the valuation method used to arrive at a valuation base of formula to arrive at different values, as well as all information collected by the valuer on individual properties as may also be contained in "field sheets" must be available to the municipality on request.
- 5.5 The service provider in conjunction with the municipality undertakes to monitor proclamations in the provincial Gazette of the North West Province and to perform supplementary valuations in this regard to be completed within one month from date of proclamation in the Provincial Gazette.

6 SUPERVISION AND LIAISON

- 6.1 The municipality retains the right to execute the inspections and to conduct investigations in the area concerned and to have reasonable insight in the documentation of the service provider concerning all valuation matters.
- 6.2 The service provider will provide access to all information regarding any property on the valuation roll and to provide explanations thereon and/ or to furnish substantiation for any valuation to the municipality, if so, requested whatever reason. The service provider undertakes to give his full cooperation in this regard and monitoring of his activities by the Municipality and progress made towards the compilation of the Valuation Roll in accordance with the agreed time frames
- 6.3 The Municipality shall make available, as far as practically possible, to the service provider at the cost of the municipality the following:

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6.3.1 Any available information which is in the possession of the municipality and required by the service provider in respect of the areas concerned.

6.3.2 All Maps (with specific reference to the demarcated area of the administrative unit) and plans, schedule certificates, access in building plans, amended schemes, etc, as may be required for valuation purposes in terms of the contract.

7 PAYMENT, INVOICING AND FINANCIAL MATTERS

7.1 The municipality will compensate the service provider for all services to be rendered in terms of the pricing schedule as reflected in the Bid document.

7.2 The aggregate amount due to the service provider in respect of the compilation of the compilation of the municipal valuation roll as contemplated in this agreement will be settled within 30 days after the receipt and implementation of the valuation roll, and on condition that the service provider supplies the municipality with an appropriate tax invoice.

7.3 Tax invoices containing such particulars as specified in the Value Added Tax Act, 1991 (No 89 of 1991) as amended, shall be addressed to the Chief Financial Officer and clearly marked with the contract and order number. Failure to do so may result in payment being delayed.

7.4 The amount due in respect of supplementary valuation rolls will be settled within 30 days after receipt of an appropriate Tax invoice in respect thereof.

7.5 The municipality will be responsible for all secretarial costs related to the progress payments on the following stages of completion as percentage of tender amount of R10 000 000.00 (ten million rands)

STAGE NUMBER	DESCRIPTION	% PAYMENT	PAYABLE ON COMPLETION	PAYABLE MONTHLY PAYMENTS
1	Commencement phase	-	✓	
2	Data collection	20		✓
	Valuation compilation	10		✓
	Internal monitoring	-		

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	Submission draft valuation roll	10	✓	
	21 days after the certified	20	✓	
	Objection process and completion reasons	10	✓	
	Hearing Valuation Appeal Board	10	At conclusion of the hearing or the data of the appeal board hearings has not been sat down within six months after the certified roll has been submitted, then six months after the date of such submission	
	Submission of data to the Municipality and the issuing of delivery	20	✓	
	certificate by the municipality			
		100		

7.6 RETENTION

7.6.1 The municipality shall retain an amount equal to 10% of all payments made.

7.6.2 The five percent (5%) of such retention shall be paid to the service provider within 21 days of the final delivery certificates being issued by the municipality. 5% will be paid after all objections received have been considered, the objectors/ owners have been notified of the outcome and

the objection and the necessary adjustments have been captured on the valuation roll of the municipality.

8 FORMAT OF THE VALUATION ROLL

- 8.1 The service provider shall be responsible for providing two copies of the valuation roll, one of which will be certified by him. The valuation roll shall be printed in A3 or A4 format, back to back and shall be appropriately indexed.
- 8.2 The valuation roll shall be spirally bound, and each volume shall be numbered and contain a cover page and back page. All pages of the valuation roll shall be consecutively numbered. The printing and binding of the valuation roll shall be for the account of the service provider.
- 8.3 In addition, the service provider shall provide the municipality with an electronic copy of the valuation roll and supplementary rolls in a printable format.
- 8.4 The Municipal valuation roll and supplementary valuation rolls will, in respect of each separate property, indicate at least the following information regarding that property:
- Extent of property
 - Name of owner (including part owners)
 - Street address
 - Category
 - Total valuation
 - Property description

9 INSURANCE

The service provider shall submit proof in terms of Schedule 8 hereof, relating to Professional Indemnity Insurance in respect of the nominated person/s to a minimum value of R4 million and Public Liability Insurance held by the service provider, for a minimum value of R2 million.

10 DATA COLLECTORS

- 10.1 The Municipality undertakes to designate the persons as data collectors as contemplated in Section 36 of the Municipal Property Rates Act, to assist the municipal valuer with the collection of data and other related work:

10.2 The service provider will reward the data collectors for their services, and accordingly the Service Provider will not be entitled to recover from the municipality the cost of securing their services.

10.3 The municipality will issue each data collector an identity card in the prescribed format containing a photograph of that person.

11 CONFIDENTIALITY

11.1 The Parties acknowledge that all confidential information disclosed by them, their legal counsel, their associates or representatives during negotiations and discussions between the parties is private and confidential and as such the parties hereby undertake to accord such Confidential Information in the highest degree of secrecy and also protection from corruption, disclosure, unauthorised access or use and anything that may impact the integrity thereof;

11.2 The Parties shall at all time, unless otherwise agreed to in writing between them, hold the Confidential Information disclosed to them in strict confidence and shall use such Confidential Information only for such purpose and to the extent that it be necessary for the parties to comply with their obligations;

11.3 Service Provider agrees that it shall treat as confidential all personal information, contractual arrangements and information of whatsoever nature acquired or received from the RLM and to further comply at all times with all obligations under the *Protection of Personal Information Act, No. 4 of 2013*;

11.4 All data and information stored or processed belongs to the RLM and may not be accessed, copied or dealt with in any manner not strictly required to comply with the terms of this Agreement;

11.5 Service Provider shall ensure that the contents of Confidentiality are adhered to by its employees and/or agents;

11.6 Service Provider shall be the owner of any intellectual property developed by them to enable them to perform the services or to perform the services more efficiently. All software and equipment and

resources acquired by Service Provider or used by Service Provider in the performance of the service shall belong to Service Provider;

12 BREACH AND TERMINATION

12.1 If either party breached any provisions of this agreement; and

12.1.1 The breaching party is RLM, then in such event service provider shall give RLM thirty (30) days written notice to rectify such breach failing which the service provider shall be entitled to cancel the agreement or claim specific performance and damages save where specifically prohibited herein.

12.1.2 The breaching part is service provider, then in such event, RLM shall give service provider thirty (30) days written notice to rectify such breach failing which RLM shall be entitled, without prejudice to their common law rights and such other remedies as are provided for herein, to cancel this agreement or to claim specific performance and in all cases to claim any damages suffered.

12.2 Notwithstanding a foregoing, RLM shall not be required to give any notice to service provider in the event, that:

12.2.1 The breach related to any breach of clauses above, or

12.2.2 RLM has given service provider written notice to remedy any breach on one or more occasions in any six (6) months period.

13 CONSEQUENCES OF BREACH OR TERMINATION

13.1 Upon termination of the agreement for any reason whatsoever the service provider will on demand return to the other party all the other party's documents, confidential information and project documentation which it has not contractual right to retain.

14 DISPUTE RESOLUTION

14.1 If any dispute between the parties arises out of or in connection with the Agreement, either party shall give the other party a notice of dispute identifying and providing details of the dispute.

- 14.2 Within seven (7) days after receiving a notice of dispute, the duly authorised senior manager of RLM and Service Provider shall endeavour to resolve the dispute at first instance;
14. If the dispute, of whatever nature, is not resolved within the period of thirty (30) days or such other period as agreed to in writing by the parties, the matter shall then be escalated to the Accounting Officer who may, either in his/her own capacity or by delegating any other senior official of RLM, undertake to resolve the matter in dispute;
- 14.4 Where the dispute cannot be resolved at the level of the Accounting Officer, parties may seek indulgence by agreeing on a mechanism to resolve the dispute timeously and in a manner that is cost-effective;
- 14.5 Notwithstanding any such differences, disputes or referral to Arbitration, both parties shall continue to carry out their obligations under this agreement pending the resolution of such differences or dispute unless otherwise determined.

15 PENALTIES

Should the Service Provider fail to deliver any stage of the valuation, the municipality has a right to impose penalty which is not limited to reducing the amount on the invoice submitted, the municipality can also impose daily penalties on the delays.

16 SUPPORT

- 16.1 The parties undertake at all times to do all such things, perform all such actions and take all such steps and to procure the doing of all such things, the performance of all such actions and the 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 or import of this agreement.

16 GOVERNING

LAW

17.1 This agreement and the relationship of the parties in connection with the subject matter of this agreement shall be governed and determined in accordance with the laws of South Africa.

18 DOMICILIUM CITANDI ET EXECUTANDI

18.1 The parties hereto respectively choose domicillium citandi et executandi for all purposes of and in connection with this agreement, as follows:

RLM

159 BEYERS NAUDE STREET
MISSIONARY MPHENI HOUSE
RUSTENBURG
0300
TEL: 014 590 3111
FAX: 014 590 3300

SERVICE PROVIDER

504 Chickweed Street, Unit 20
Dolphin Park, Annlin,
Gauteng,
0182

18.2 The parties be entitled to change their domicillium from time to time, provided that new domicillium selected by I shall be situated in the Republic of South Africa, shall be an address other than a box number, and any such change shall only be effective upon receipt of notice in writing by the other party of such change.

18.3 A notice of communication sent by one party to another shall, unless otherwise proved, be deemed to be received.

18.3.1 on the same day, if delivered by hand

18.4 On the seventh (7th) day after posting, if sent by prepaid registered mail

18.5 Any notice which comes to the attention of any member of service provider or the Municipal Manager or RLM shall be effective notwithstanding the address it was delivered to or the methods of delivery used.

19 RELAXATION

19.1 No latitude, extension of time or other indulgence which may be given or allowed by one party to the other party in respect of the performance of any obligation hereunder or the enforcement of any right arising here from and no single or partial exercise of any right by such former party shall any circumstances be construed to be an implied consent by such party or operate as a waiver of, or otherwise affect any of that party's rights in terms in terms of or arising from this agreement or stop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision thereof.

20 INDEPENDENT PARTIES

Nothing in this agreement shall constitute a partnership, joint venture, agency or employment agreement between the parties hereto and neither party shall have the authority or power to bind or contract in the name of or create a liability against other in any way for any purpose.

SIGNATURES

THUS, SIGNED AT **RUSTENBURG** ON THIS THE ___ DAY OF _____ 2025

**ADV. ASHMAR KHUDUGE
MUNICIPAL MANAGER**

WITNESSES:

1. _____
NAME AND SURNAME

SIGNATURE

**RLM/BTO/0163/2024/25
MONTANI PROPERTY VALUERS (PTY) LTD
APPOINTMENT FOR QUALIFIED VALUERS FOR THE COMPILATION AND
MAINTENANCE OF THE VALUATION ROLL**

2. _____
NAME AND SURNAME **SIGNATURE**

THUS, SIGNED AT _____ ON THIS THE _____ DAY OF _____ 2025

**TSAKANE KWENA PETER MONTANI (Signatory
herein warrants that he is duly authorised to sign for
the above service provider)**

WITNESSES:

1. _____
NAME AND SURNAME **SIGNATURE**

2. _____
NAME AND SURNAME **SIGNATURE**

DRAFT CONTRACT

RLM/MONTANI PROPERTY VALUERS (PTY) LTD - MAINTENANCE OF GENERAL VALUATION ROLL