



**SERVICE LEVEL AGREEMENT  
Tender Number: FIN025/2021**

**BETWEEN**

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

**AND**



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

**PREAMBLE**

This agreement sets out the terms and conditions of Tender Number: FIN 025/2021, whereby CAB was appointed for the printing and distribution of the monthly Municipal Accounts and Newsletters for a period of three years, of which the Tender document and the appointment letter form part of this Service Level Agreement;

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### Terms and Conditions

1. This agreement shall operate for a minimum period of three (3) years from 1 April 2022 to 31 March 2025.
2. This agreement is subject to a minimum monthly handling charge of R914.00 /1000 including VAT. Three calendar months' written notice of termination given by either party to the other.
3. This agreement provides for the printing of a monthly average of +- 53 000 municipal service accounts and enclosed news letters on request:
  - Emailing of statements is +- 25 000
  - Accounts printed and delivered to George Municipality via courier services +- 8 000
  - Accounts to be posted +- 25 000
4. The Municipality shall ensure that data files are transmitted to CAB by e-mail or a secure transfer method on a monthly basis and will notify CAB of any problems which may result in data files not being transmitted.
5. A minimum of twenty (20) samples should be provided per e-mail to the George Municipality within 24 hours, for approval, before the actual printing of the accounts
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. CAB must ensure a website is available in order to search for all statements, email send and posted.
9. CAB must ensure that current, as well as previous 12 months statements are accessible on their Website (BILLAT), for audit purpose.
10. CAB must ensure the availability for the re-sending of bounced email statements from their website, to an alternative email address.

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11. CAB should provide a monthly report on emails, which were not delivered.
12. CAB must provide monthly statistics regarding statements send.
13. The charge-out rates, specified in the tender document, which forms part of this agreement, 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.
14. The Municipality agrees to pay for any special processing requirements or costs over and above those provided for in this agreement.
15. All documents, programs, parameters and procedures designed and developed by CAB and *Billit* for the Municipality remain the property of CAB and *Billit*.
16. 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.
17. 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.
18. 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.
19. 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.

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20. DISPUTE RESOLUTION:

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 The Arbitrator shall be requested to hand down his/her award within (10) ten days after the completion of the arbitration.
- 20.6 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.

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## NOTICES AND DOMICILIUM

21.1. 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  
Geoge  
6529

**Postal Address:**

George Municipality  
P O Box 19  
George  
6530

Tel No: 044-801 9035

E-mail: mameyer@george.gov.za for the attention of the Director: Financial Services.

### 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 for the attention of the Mr Oscar Whate.

21.2 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;



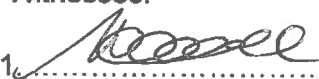

21.3 Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by facsimile and email. Communications by facsimile and email shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 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.

22. As planned, the printing of accounts and the posting thereof, in terms of Clause 3, will be terminated as from October 2022 and only those account holders, who have email addresses, will receive such, via their emails.

Signed at GEORGE on this the 24<sup>th</sup> day of May 2022.

For and on behalf of **George Municipality**


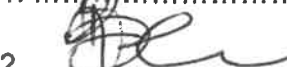
  
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Director: Financial Services

Witnesses:  
1.   
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2.   
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Signed at EPHING on this the 24 day of MAY 2022

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

  
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Managing Director

Witnesses:  
1.   
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2.   
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