



# SERVICE LEVEL AGREEMENT

MADE AND ENTERED INTO  
BY AND BETWEEN

## GEORGE MUNICIPALITY

Herein represented by Mr C A du Plessis in his capacity as Director: Financial Services duly authorised thereto.

Hereinafter referred to as the Customer with Vat Number 4630193664

AND

## CIGICELL (PTY) LTD

A company duly registered in the Republic of South Africa under Registration number 1998/023249/07 with VAT Registration number 4490205749

Herein represented by **Modise Nyawane** in his capacity as Chief Executive Officer of the Service Provider and duly authorised thereto. (Hereinafter referred to as the Service Provider)

## **PREAMBLE**

**WHEREAS** the Customer called for tenders for the appointment of a Service Provider for Tender Number: FIN023/2021- Appointment of service provider to manage third party payments for George Municipality;

**AND WHEREAS** the Service Provider has successfully tendered and was awarded the tender as per the attached Tender Document, as well as the Appointment Letter dated 28 March 2022, for a period of 3 years of which both forms part of this Service Level Agreement;

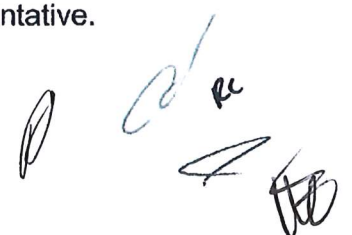
**IN ADDITION, WHEREAS** the Parties hereto wishes to address certain pertinent matters incidental to the tender.

**NOW THEREFORE** the Parties agree as follows:

### **1. INTERPRETATION**

1.1 In this Contract the following words shall be ascribed the following meanings:

- 1.1.1 **"Commission"** shall mean an amount equal to **R20.41** (Twenty Rand and Forty-One Cents) at a fix rate per transaction, Inclusive of VAT, banking fees included (refer to Annexure "A")
- 1.1.2 **"Commencement date"** shall mean the date of the first bill collected on behalf of the municipality.
- 1.1.3 **"Contract Manager"** shall mean a designated employee, who has been appointed in writing, from each party, whose responsibility it is to ensure that each party complies with its contractual obligations under this agreement and who is responsible to develop and maintain service level reports and acts as a communication channel between the Parties.
- 1.1.4 **Manager"** shall mean the accounting officer of the Customer responsible for this tender or her/his duly authorised representative.



1.1.5 **"Termination date"** – shall mean the date this Contract terminates, as envisaged in clause 8, namely 01 July 2025;

1.1.6 **"The Parties"** shall mean the Customer and the Service Provider.

1.1.7 **"Revenue"** means Bill Payments revenue

2.1 In this Contract:

2.1.1 clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:

2.1.2 an expression which denotes –

2.1.2.1 any gender includes the other genders.

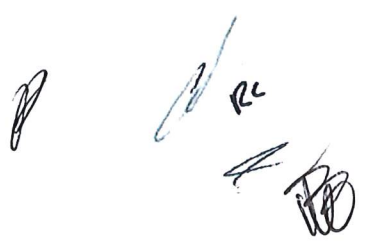
2.1.2.2 a natural person includes an artificial or juristic person and vice versa.

2.1.2.3 the singular includes the plural and vice versa.

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

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

2.1.5 Where any term is defined within a particular clause, other than the interpretation clause, that term shall bear, the meaning ascribed to it in that clause wherever it is used in this agreement.



### 3. **OBLIGATIONS OF SERVICE PROVIDER**

- 3.1 The Customer hereby appoints the Service Provider, and the Service Provider accepts the appointment to manage payment and collection thereof via 3rd party retail channels with pricing as per Annexure "A".
- 3.2 The Parties acknowledge that neither of them has any authority whatsoever to represent or to bind the other party in any capacity whatsoever. In particular, but without limiting the generality of a foregoing, neither of the Parties shall be entitled to conclude any contract or sign any document on behalf of the other party, or in any way bind the other party's performance or discharge of any obligation.
- 3.3 The Service Provider must deposit all proceeds from third party Revenue receipts on a daily basis excluding Saturdays, Sundays and public holidays into the following Municipal bank account:

**BANK NAME:** FNB (FIRST NATIONAL BANK)

**ACCOUNT NAME:** GEORGE MUNICIPALITY

**ACCOUNT TYPE:** PUBLIC SECTOR MANAGED ACCOUNT

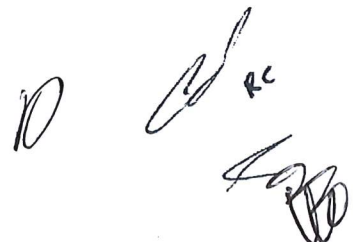
**ACCOUNT NUMBER:** 62869623150

**BRANCH NAME:** GEORGE

**BRANCH CODE:** 210114

(Please provide proof of Banking Details)

- 3.4 The Service Provider shall invoice the Customer on monthly basis, monthly in arrears, for commissions on services rendered, as contemplated in Annexure "A" and such invoices shall be paid within 30 (thirty) days of receipt from the Service Provider.
- 3.5 All invoices shall be submitted to the Contract Manager with a corresponding report of sales for the month.

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a large 'D' or '10' on the left, a signature with 'RC' next to it in the middle, and another signature on the right.



- 3.6 The Service Provider shall provide detailed and specified invoices, which will be reconciled by the Customer. Any corrections will be rectified against the next month's invoice.
- 3.7 The service provider shall guarantee the systems functional performance in terms of the vending system as per the bid specification.
- 3.8 The service provider shall be responsible for the immediate reporting to the customer of any latent defects on the system or the service provider as per the specification shall incur any system mal function relating to the vending system and the cost of such repairs as per the specification (Annexure B).

#### 4. **RESPONSIBILITIES OF CUSTOMER**

- 4.1 The Customer shall pay the Service invoices within 30 days from date of invoice. All overdue amounts/invoices that have not been paid by the Municipality to the Service Provider will be interest bearing at the prime interest rate charged on a monthly basis and compounded monthly.
- 4.2 The Customer undertakes to act in utmost good faith and to forthwith provide Cigicell with any assistance, information and/or data reasonably requested by Cigicell in order to enable Cigicell to perform in terms of this Contract, including any information and/or assistance relating to sales and any other data which may be required in order for Cigicell to perform.

#### 5. **REPORTING REQUIREMENT**

The Service Provider will be required to submit monthly reports to the customer, which reports shall consist of, inter alia, the following –

- 5.1 Problematic (present and future) areas identified and practical recommendation for addressing the identified areas;



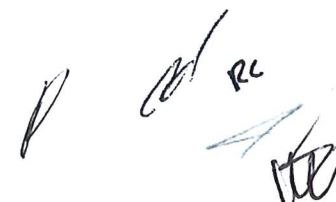
- 5.2 Reconciliation of amounts received and banked on a particular month as per Report.

6. **FORCE MAJEURE**

- 6.1 Notwithstanding anything to the contrary, the Service Provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that this delay in performance or other failure to perform their obligations under the agreement is the result of an event beyond its reasonable control or because of force majeure.
- 6.2 If a force majeure situation arises, the Service Provider shall promptly notify the Customer in writing of such condition and the cause thereof. Unless otherwise directed by the Customer in writing, the Service Provider shall continue to perform its obligations under the agreement as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

7. **CONFIDENTIALITY**

- 7.1 It is recorded that the Service Provider, by virtue of his/her association with the Customer, will become in possession of and will have access to confidential information belonging to the Customer including, but without limiting the generality of the foregoing, the following matters:
- 7.1.1 The Customer's financial matters;
- 7.1.2 Other matters, which relate to the Customer's business and in respect of which information is not readily available in the ordinary course of business to a competitor.
- 7.2 Notwithstanding the foregoing provisions of this clause, the information referred to therein as confidential information shall cease to be confidential information if:

Handwritten signatures and initials in blue ink at the bottom right of the page. There are three distinct marks: a large stylized 'P' or 'D', a signature that appears to be 'RC', and another signature that looks like 'VTO'.

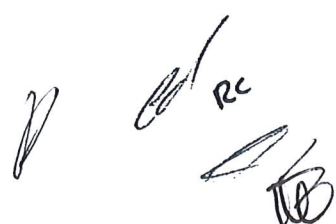
- 7.2.1 It is publicly available or becomes publicly available other than because of a breach of this contract;
- 7.2.2 It comes or came into the possession of the Service Provider other than by virtue of the Service Provider's relationship with the Customer.
- 7.3 Having regard to the facts recorded above, the Service Provider undertakes that in order to protect the proprietary interest of the Customer in the confidential information-

7.3.1 it will not during the Contract period or at any time thereafter, directly or indirectly, either use or disclose any of the confidential information, other than as may be required in order that it perform in terms of this Contract with the Customer or as may be required to comply with any law or to enforce the Service Provider's rights in terms of this Contract;

7.3.2 any written or other instructions, drawings, notes, memoranda or records relating to the confidential information which are made by them or which come into their possession by any means whatever shall be deemed to be the property of the Customer. Such property of the Customer shall be surrendered to the Customer on demand or destroyed and in any event, on the termination date and the Service Provider shall not retain any copies thereof or extracts therefrom.

## 8. TERM OF THE CONTRACT

- 8.1 The Contract shall commence on the Commencement Date 01 July 2022, for a period of 3 years and shall terminate on the Contract Termination Date herein provided.

Handwritten signatures and initials in the bottom right corner of the page. There are three distinct marks: a stylized signature, the initials 'RC', and another signature that appears to be 'TB'.



8.2 Notwithstanding the above, this agreement may be terminated upon 14 (fourteen) business days' written notice to the other party, after the terminating party has consulted the other about its intention.

9. **BREACH**

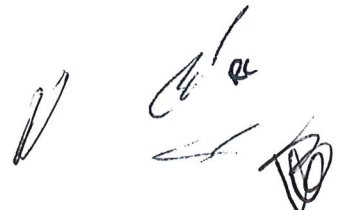
9.1 Should either the Service Provider or the Customer commit a breach of any material provision of this agreement and fail to remedy such breach within fourteen (14) days after receiving written notice from the party aggrieved thereby requiring the defaulting party to do so, then the aggrieved party shall be entitled, without prejudice to the aggrieved party's other rights in law, to cancel this agreement or to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, in either event without prejudice to the aggrieved party's right to claim damages;

9.2 Should any party permit a non-material breach of any provision of this agreement and fail to remedy such breach within fourteen (14) days of receiving written notice from any other party to the contract requiring it to do so, then the aggrieved party shall be entitled to claim immediate specific performance of all of the defaulting party's obligations whether or not due for performance, without prejudice to the aggrieved party's other rights in law, including the right to claim damages.

10. **SETTLEMENT OF DISPUTES**

10.1 If any dispute or difference of any kind whatsoever arises between the Parties in connection with or arising out of this agreement, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

10.2 If, after 30 (thirty) days, the Parties have failed to resolve their dispute or difference by such mutual consultation, then either the Customer or the





Service Provider may give notice to the other party of their intention to commence with mediation. No mediation in respect of this matter may commence unless such notice is given to the other party.

- 10.3 Should the Parties not be able to settle a dispute by means of mediation, it may be settled in a South African court of law.

Notwithstanding any reference to mediation and/or court proceedings herein,

- (a.) the Parties shall continue to perform their respective obligations under the agreement unless they otherwise agree, and
- (b.) the Customer shall pay the Service Provider any monies due to them for goods delivered and/or services rendered according to the prescripts of this agreement.

## 11. **PUBLICITY**

None of the Parties shall issue any public document or make any press release relating to or arising out of this agreement or its subject matter without obtaining the prior written approval of all other Parties to this agreement, to the contents thereof and the manner of its presentation and publication; provided that such approval shall not be unreasonably withheld or delayed.

## 12. **DOMICILE & NOTICES**

- 12.1 The Parties choose their domicile for all purposes relating to this Contract, including the giving of any notice, the payment of any sum, the serving any process, as follows –

The Customer

Physical - 71 York Street  
George  
6529

Postal - PO Box 19  
George  
6530

Tel - 044 801 9111

The Service Provider

Physical - 75 GRAYSTON DRIVE  
Morningside Ext 5  
Sandton  
2196

Postal - P O Box 652261  
Benmore  
2010

Fax - 0865 08 0082

12.2 Each party shall be entitled from time to time, by giving written notice to the others, to vary its physical domicile to any other physical address (not being a post office box or Poste Restante) within the Republic or to vary its postal domicile or its facsimile domicile to any other within the Republic.

12.3 Any notice given, or any payment made by any party to any other ("addressee") which is –

12.3.1 delivered by hand between the hours of 07:00 and 16:00 on any business day to the addressee's physical domicile for the time being, shall be deemed to have been received by the addressee at the time of delivery;

Handwritten signatures and initials in the bottom right corner, including a large 'D', a signature with 'RC' next to it, and other illegible marks.

12.3.2 Posted by registered post to the addressee's postal domicile for the time being, shall be presumed to have been received by the addressee on the fourteenth day after date of posting.

12.4 Any notice given by any party to any other which is sent by facsimile to the addressee's facsimile domicile for the time being shall be deemed to have been received by the addressee on the day immediately succeeding the date of successful transmission thereof.

12.5 This domicile clause shall not operate to invalidate the giving or receipt of any notice, which is actually received by the addressee other than by a method referred to in this clause.

12.6 Any notice required or permitted to be given in terms of this Contract shall be valid and effective only if in writing.

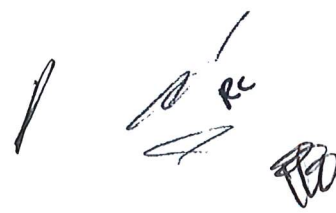
13. **LIMITATION OF LIABILITY**

13.1 Notwithstanding anything to the contrary contained in this Agreement neither Party shall be liable for any damages resulting from loss of data, loss of profit or business, loss from third party claims, or for any special, indirect, incidental or consequential damages, howsoever arising. The provisions of this clause shall not apply to a breach of a Party's intellectual property rights or a breach of a confidentiality undertaking.

14. **PROTECTION OF PERSONAL INFORMATION**

14.1 For purposes of this clause:

14.1.1 "Data" means all data, databases, documents, information, graphics, text or other material in an electronic or tangible medium of any nature whatsoever, which the Parties may generate, collect, Process, store or transmit and includes, Personal Information;

Handwritten signatures and initials are present in the bottom right corner of the page. There are three distinct marks: a vertical line, a signature that appears to be 'RC', and another signature that appears to be 'RLO'.



14.1.2 "Data Protection Legislation" means any and all laws relating to or regulating the protection of data or of Personal Information, direct marketing, or unsolicited electronic communications and which may be applicable in the Republic of South Africa from time to time, including POPIA, the Consumer Protection Act, 68 of 2008, and the Electronic Communications and Transactions Act, 25 of 2002;

14.1.3 "Personal Information" means information relating to an identifiable, natural or juristic person, including but not limited to, information relating to race, to gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history, as well as any other information considered as Personal Information for purposes of POPIA, Processed as a result of this Agreement;

14.1.4 "POPIA" means the Protection of Personal Information Act, 4 of 2013, together with all the regulations, directives and guidelines issued in terms of POPIA as amended or re-enacted from time to time;

14.1.5 "Process" has the meaning ascribed to it in POPIA and includes, any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information. "Processed" and "Processing" shall have corresponding meaning, as indicated by context;

14.2 The Parties acknowledge and agree that the implementation of this Agreement shall involve the Processing of Personal Information.

Handwritten signatures and initials at the bottom right of the page, including a large 'D', 'RC', and other illegible marks.



- 14.3 The Parties agree that they are each responsible for complying with their respective general obligations under POPIA and any other Applicable Laws governing the Processing of Personal Information. In this regard the Parties undertake and agree that they understand and are familiar with the provisions of POPIA.
- 14.4 In the aforesaid regard, the Parties understand and agree that they may either be acting in their capacity as Responsible Party or Operator in relation to Personal Information and shall comply with their respective obligations pursuant to POPIA accordingly.
- 14.5 **To the extent necessary and required, the relevant Party shall –**
- 14.5.1 notify the other Party of any request it receives from third parties for access to or changes to Personal Information;
  - 14.5.2 comply with all laws, policies and procedures relating to the protection, storage, handling, privacy, Processing and retention of Personal Information as well as the destruction of Personal Information;
  - 14.5.3 take appropriate and reasonable technical and organisational security measures to prevent the loss of, damage to or unauthorised destruction of Personal Information, and the unlawful access to or Processing of Personal Information. The measures taken must at all times be at least of a minimum standard required by all Applicable Laws and be of a standard no less than the standards which are in compliance with the Good Industry Practice for the protection, control and use of Data;
  - 14.5.4 take reasonable steps to identify all reasonably foreseeable internal and external risks posed to Data under its possession or control and establish and maintain appropriate safeguards against any risks identified. The Parties shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks or deficiencies in previously implemented safeguards;

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a stylized 'V' or 'N' on the left, a signature with 'RC' next to it in the middle, and another signature on the right.

14.5.5 provide a level of security appropriate to the harm that might result from any unauthorised or unlawful processing or accidental loss, destruction or damage to the Personal Information and also to the nature of the Personal Information being protected. Any act or omission that compromises the security, confidentiality or integrity of Personal Information or the safeguards used to protect the security, confidentiality or integrity of Personal Information, or a receipt of or a complaint in respect of the security practices of a Party or a breach or alleged breach of any of the undertakings in relation to POPIA imposed on the relevant Party by this Agreement or of obligations imposed on the Party concerned in terms of POPIA, will be deemed to be a breach for purposes of this Agreement;

14.5.6 where applicable, comply with the express instruction or directions of the other Party from time to time in connection with the use of any Data, including Personal Information, received from such Party, and such Data, including Personal Information, shall be deemed to be Confidential Information for the purposes of this Agreement;

14.5.7 ensure, if required, the necessary audit procedures are in place to deal with the requirements of POPIA and this clause; and

14.5.8 implement any other measures and procedures to ensure that the Party's obligations in terms of this clause 14 and POPIA are met.

14.6 With respect to any processing of Personal Information under this Agreement each Party shall (and shall ensure that any of its third-party data operators) take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by the other Party and against accidental loss or destruction of, or damage to, that Personal Information in accordance with the provisions set out in POPIA.

Handwritten signatures and initials at the bottom right of the page, including a large 'D', 'MC', and other illegible marks.



14.7 The Parties hereby warrant, where it has or will provide Data, or access to Data, including Personal Information, to the other Party, it has obtained the required permissions and consents to the extent necessary and in compliance with the provisions of POPIA and/or any other Applicable Law relating to Data and consumer protection to enable it to lawfully share such Personal Information with the receiving Party.

14.8 The Parties shall Process Data received from the other Party for the purposes set out in this Agreement.

14.9 Each of the Parties will promptly notify the other Parties if it –

14.9.1 becomes aware of any unauthorised or unlawful Processing, loss of, damage to, destruction of or mistake made in relation to the Personal Information;

14.9.2 becomes aware that a disclosure of Personal Information may be required by law;

14.9.3 receives a request, in writing or otherwise, from an Individual or entity, to access their Personal Information or to cease or not begin processing, or to rectify, block, erase or destroy Personal Information. The Parties will cooperate in promptly investigating and dealing with such request in order to ensure that such person's rights under POPIA and any other applicable data protection legislation and regulations are protected;

14.9.4 becomes aware of a breach of this clause 14.

14.10 The Parties hereby indemnify each other against any legally and duly proven direct liability, loss, cost or damage suffered by a Party resulting from any action, proceeding or claim made by any Data Subject or Information Regulator against a Party attributable to any unlawful Processing by the other Party, its employees, agents or representatives or resulting from such Party's breach of POPIA. This indemnity shall survive the termination of this Agreement and shall exclude any liability for indirect or consequential damages unless the breaching Party has acted fraudulently, misrepresented and/ or acted with gross negligence.

Handwritten signatures and initials at the bottom right of the page, including a large 'N', a signature with 'RC' next to it, and another signature.

14.11 Each Party must notify the other immediately where there are reasonable grounds to believe that the Personal Information of a Data Subject has been or may be accessed or acquired by any unauthorised person or the provisions of this clause 14 have been breached.

14.12 A Party's failure to comply with the provisions of clause 14 is a material breach of this Agreement.

## 15. APPLICABLE LAW

This agreement shall be construed, executed and delivered in accordance with the laws prevailing in Republic of South Africa.


## 16. WHOLE AGREEMENT

16.1 This Agreement together with all the annexures thereto, constitutes the whole of the agreement between the Parties hereto relating to the matters dealt with in this Agreement and save to the extent otherwise provided herein no undertaking, representation, term or condition relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on any of the Parties.

16.2 Any certificate issued by the Service Provider purporting to evidence transactions on the Service Provider Systems, or any other facts or circumstances using the Service Provider System, shall constitute prima facie proof of same.

16.3 No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of the Parties hereto.

16.4 No waiver of any of the terms and conditions of this Agreement will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Party giving the same. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on

Handwritten signatures and initials at the bottom right of the page, including a large 'N', a signature with 'RC' above it, and another signature.



the part of any Party hereto in exercising any right, power or privilege hereunder will constitute or be deemed a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 16.5 Save as otherwise herein provided, neither this Agreement nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred without the prior written consent of the other Parties.

## **17. Extent of terms and conditions**

- 17.1 This Agreement consists of the terms and conditions set out herein and Incorporates documentation listed as follows under to this Agreement:

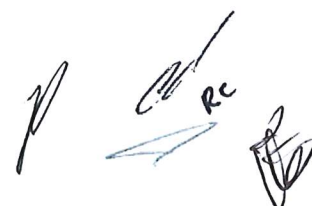
17.1.1 Letter of appointment and

17.1.2 Letter of Acceptance.

17.1.3 Tender document

17.1.4 Annexure A, B and C

- 17.2 In the event of conflict between the provisions of any of the afore stated documentation and the specific clauses of this Agreement, the provisions of this Agreement shall prevail if such conflict cannot be reconciled by a purposive interpretation of such conflicting provisions.

Handwritten signatures and initials at the bottom right of the page. There are three distinct marks: a stylized 'P' or 'R' on the left, a signature with 'RC' in the middle, and another signature on the right.

SIGNED at GEORGE on this 6th day of July 2022.

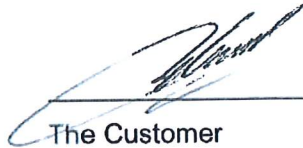
**AS WITNESSES:**

1.



2.


 G. J. Gossam.

  
The Customer

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**AS WITNESSES:**

1.



2.

\_\_\_\_\_  
\_\_\_\_\_

  
The Service Provider

Madise Nyawane

**Annexure A**

Cigicell will provide consumers the ability to pay their municipal bills at third party outlets and retailers. Cigicell will charge the municipality as follows. Pricing is per Bill collected. All prices are Including VAT.

Fee Per Transaction	Banking Fees
R5.46	R14.95

**Annexure B****Specifications**

1.1 The service provider's system must be able to integrate with the Municipal billing system. An electronic file containing all Municipal account numbers will be provided once a month to the service provider / contractor to ensure that all municipal account numbers are available at pay points.

The system must be able to but not limited to the following:

- i. No manually issued receipts will be allowed.
- ii. Must have the necessary verifiable infrastructure to process payment.
- iii. Must be able to handle large transaction volumes.
- iv. Data file must not reflect debit entries (only actual payments).
- v. The file format may change during the duration of the contract and the contractor(s) will be obliged to effect the necessary changes when requested to do so to accommodate billing system changes implemented by the Municipality.
- vi. The Consolidated Rand value of all service charges payments shall be transferred (deposited) electronically into the Municipality's bank account daily with proper referencing as prescribed by the Municipality for identification purposes and prompt allocation. The amount will reflect on the Municipality's bank account on the day after the transaction was processed.
- vii. The batch will only contain municipal account payments.
- viii. All payments shall be deemed to be cash or card payment and the Municipality therefore will not accept any cheque payment as payment instrument. The Municipality may however assist the successful service provider/ contractor with the recovery of possible unpaid payments by restricting services. The successful service provider/ contractor therefore needs to assess the risk for their own benefit regarding specific payment methods.

iv. All refund claims must be submitted within 12 months after transaction date.

1.2 All equipment/material shall be supplied by the successful service provider.

The work to be performed and materials to be used by the successful service provider shall be to a standard acceptable to the Municipality.

1.3 Monies collected on behalf of the Municipality must be transferred electronically daily as required by the relevant legislation and shall appear on the municipality's bank statement on the next business day. (The day after the monies was collected). Monies collected on a Friday, Saturday or Sunday must appear on George Municipality's bank account by Monday at the latest.

Confirm either that real time (online) viewing of transaction is in place and indicate where this can be viewed by George Municipality's officials or that this functionality is not in place.

The service provider shall demonstrate and prove that the services offered are in use and that it is secure and reliable.

1.4 The Service provider must indicate the percentage increase in their costs (to a maximum of 7 percent (%), which will be considered for evaluation purposes from date of agreements annually.

#### **Annexure C**

Fees Schedule for Unipay Online platform

Platform Link: [www.unipay.co.za](http://www.unipay.co.za)

Hereby Unipay will be the sole service provider for George Municipality for online payment platforms. Below are the recoverable banking fees.

Bank Fees Recoverable (Excluding VAT)	
Debit Card	1.80%
Credit Card	2.50%

