

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:

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GENERAL CONDITIONS OF HIRE AND SERVICE AGREEMENT

- 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:

- ~~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.
32. POPIA Authorisation
We are required to Process certain of your Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) which is collected and processed by our staff, representatives or sub-contractors for normal business purposes and we make every effort to protect and secure Personal Information. An addition to your rights as provided for in the POPIA, you are entitled at any time to request access to the information we have collected, processed and shared for normal business purposes. You hereby allow us, Konica Minolta South Africa, to obtain, process, store, and dispose of this Personal Information in the ordinary course of business and in accordance with our business requirements.



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")



The essentials of imaging

www.konicaminoltasa.com

DATE : 09.02.2023

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Koina Mirokita South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

Initials Koina Mirokita Initials7.

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CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SCANS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOIRE
40257334	15000001-A	10735342	331206578	4,042.91	0.00	431.00	0.00	0.00		GEORGE MUNICIPALITY PLANNING 4TH FLOOR 4TH FLOOR MAIN BUILDING Building : Floor ,Room : YORK STREET GEORGE	
TOTAL RENTAL EXCL VAT				4,042.91							
40257012	E2100 FS-532M PF-709 PK-525 SD-510	10804675	AUF2021000214	5,244.75 952.93 1,077.23 99.15 306.90	0.00	3.95	0.00	0.00		GEORGE MUNICIPALITY CORP SRV - AGENDAS CORP SRV - AGENDAS 71 YORK STREET, Building : 1ST Floor ,Room : GEORGE	
TOTAL RENTAL EXCL VAT				7,680.96							
40257005	E227 IF-628 NIZ27	10795388	A7AK027037107	595.67 105.91 41.75	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY RECORDS 71 YORK STREET Building : 1ST Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL VAT				743.33							
40257006	E227 IF-628 NIZ27	10795384	A7AK027037060	595.67 105.91 41.75	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY EXECUTIVE MAYOR'S OFFICE 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL VAT				743.33							
40257008	E227 IF-628 NIZ27	10795382	A7AK027037089	595.67 105.91 41.75	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY WATER WORKS 9TH AVE DENNEBORD 9TH FLOOR DENNEBORD Building : Floor ,Room : GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257009	E227 IF-628 NIZ27	10795381	A7AK027036973	595.67 105.91 41.75	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SPORT OUTENIQUA RUGBY PARK OUTENIQUA RUGBY PARK	X

ANNEXIM 1
TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of
and **GEORGE MUNICIPALITY**
Konika Mholotsa South Africa
Contract start date 01.02.2023 **: Period of Contract** 36 Months

Initials KONIKA MNCINTA Initials

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CONTRACT	EQUIPMENT	EQUIP.NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG HW CENTS EXCL VAT	SCAMS EXCL VAT	FLAT CHG EXCL VAT	OTHER	LOCATION	VOYAGE
				743.33						Building : Floor ,Room : HEATHERLANDS GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257010	E227	10795420	A78K0270371190	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SVS BLANCO COMMUNITY SVS - BLANCO OFFICE 25 GEORGE WAY Building : Floor ,Room : GEORGE	
	E227			105.91							
	IF-628			41.75							
	N1227										
TOTAL RENTAL EXCL VAT				743.33							
40257011	E227	10795421	A78K0270371195	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SVS ROSSMORE AREA OFFICE WOLFEADE STREET, ROSSMORE Building : Floor ,Room : GEORGE	X
	E227			105.91							
	IF-628			41.75							
	N1227										
TOTAL RENTAL EXCL VAT				743.33							
40257013	E227	10795460	A78K027037210	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SVS CONVILLE COMM HALL COMMUNITY SVS - CONVILLE COMM HALL PIENAR STREET, CONVILLE Building : Floor ,Room : GEORGE	
	E227			105.91							
	IF-628			41.75							
	N1227										
TOTAL RENTAL EXCL VAT				743.33							
40257014	E227	10795462	A78K0270371118	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SVS PACOUTSDORP COMMUNITY SVS - PACOUTSDORP 26 ONR MISSION AND CHURCH STREET Building : Floor ,Room : PACOUTSDORP	X
	E227			105.91							
	IF-628			41.75							
	N1227										
TOTAL RENTAL EXCL VAT				743.33							
40257015	E227	10795392	A78K0270371114	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY COMM SVS THENGALETHU THOSING CENTRE JERRICO STR Building : Floor ,Room : THENGALETHU GEORGE	X
	E227			105.91							
	IF-628			41.75							
	N1227										
TOTAL RENTAL EXCL VAT				743.33							
40257016	E227	10795390	A78K0270371100		0.00	6.20	0.00	0.00			

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Konica Minolta South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP.NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	OTHER	LOCATION	VORRE
	E227 IF-628 N027			595.67 105.91 41.75						GEORGE MUNICIPALITY COMM SRV - TOWERSANDEN	
										OR HORWILL & BESIER TOWERSANDEN Building : Floor ,Room :	
										TOWERSANDEN	
TOTAL RENTAL EXCL VAT				743.33							
40257017	E227	10795375	A78K027037041		0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY CORP SRV - CONVILLE LIBRARY	
	E227 IF-628 N027			595.67 105.91 41.75						PINBAR STREET, CONVILLE Building : Floor ,Room :	
										GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257018	E227	10795393	A78K027037055		0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY MUNICIPAL STORES	X
	E227 IF-628 N027			595.67 105.91 41.75						MUNICIPAL STORES MITCHELL STREET Building : Floor ,Room :	
										GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257021	E227	10795389	A78K027037103		0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY FINANCE COMPUTER ROOM	X
	E227 IF-628 N027			595.67 105.91 41.75						71 YORK STREET Building : Floor ,Room : GROUND	
										GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257023	E227	10795394	A78K027037057		0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY GARDING SEWERAGE	X
	E227 IF-628 N027			595.67 105.91 41.75						OLD AIRPORT ROAD Building : Floor ,Room :	
										GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257024	E227	10795395	A78K027037063		0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY VEHICLE REGISTRATION	X
	E227 IF-628 N027			595.67 105.91 41.75						HILBERTA STREET (STATION) Building : Floor ,Room :	

CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENIS EXCL VAT	COPY CHG BW CENIS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOORE
TOTAL RENTAL EXCL VAT				743.33						GEORGE	
40257025	E367	10795380	A78K027036968	595.67	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY WARDENS	X
	E367			105.91							
	IF-628			41.75						71 YORK STREET Building : GROUND Floor ,Room :	
	ND27									GEORGE	
TOTAL RENTAL EXCL VAT				743.33							
40257326	E367	10795391	A78K027037104	596.99	0.00	6.20	0.00	0.00		GEORGE MUNICIPALITY FINANCE HARLEM	
	E367			105.05						BERG STREET	
	IF-628			41.29						Building : Floor ,Room :	
	ND27									HARLEM	
TOTAL RENTAL EXCL VAT				743.33							
40257019	E367	10783813	A789027011901	686.92	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CORP SV - FR	X
	E367			105.91						CORP SV/ GROUND FLOOR	
	IF-628			179.49						71 YORK STREET	
	FS533			9.28						Building : GROUND Floor ,Room :	
	MK-602			41.75						GEORGE	
	ND27										
	EK-519			82.56							
TOTAL RENTAL EXCL VAT				1,105.91							
40257020	E367	10783698	A789027012265	686.92	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY ELECTRO TECHNICAL ENGINEER SECTION	X
	E367			105.91						BRICK ROAD, GEORGE INDUSTRIAL	
	IF-628			179.49						Building : Floor ,Room :	
	FS533			9.28						GEORGE	
	MK-602			41.75							
	ND27										
	EK-519			82.56							
TOTAL RENTAL EXCL VAT				1,105.91							
40257022	E367	10783941	A789027012158	686.92	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY FINANCE WATER & ELECTRICAL	X
	E367			105.91						71 YORK STREET	
	IF-628			179.49						Building : GROUND Floor ,Room :	
	FS533			9.28							
	MK-602			41.75							
	ND27										
	EK-519			82.56							

Initials RONICA MINOITA, Initials
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CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG CCL CENTS EXCL. VAT	COPY CHG BW CENTS EXCL. VAT	SONS EXCL. VAT	FLAT CHG EXCL. VAT	OTHER	LOCATION	VOORE
TOTAL RENTAL EXCL. VAT											
40257026	E367	10783798	A789027012200	686.92	0.00	5.44	0.00	0.00		GEORGE	X
	E367			105.91						GEORGE MUNICIPALITY	
	IF-628			179.49						FINANCE BUDGET BACK OFFICE	
	FSS33			9.28						YORK STREET	
	MK-602			41.75						Building : 1ST Floor ,Room :	
	N0227			82.56							
TOTAL RENTAL EXCL. VAT											
40257027	E367	10783837	A789027012212	686.92	0.00	5.44	0.00	0.00		GEORGE	X
	E367			105.91						GEORGE MUNICIPALITY	
	IF-628			179.49						FRANCE SQUARES	
	FSS33			9.28						71 YORK STREET - SALARIES	
	MK-602			41.75						Building : 1ST Floor ,Room :	
	N0227			82.56							
TOTAL RENTAL EXCL. VAT											
40257028	E367	10783817	A789027012119	686.92	0.00	5.44	0.00	0.00		GEORGE	
	E367			105.91						GEORGE MUNICIPALITY	
	IF-628			179.49						PROPERTY MANAGEMENT	
	FSS33			9.28						OLD TOWN HOUSE REST, MARKET STR	
	MK-602			41.75						Building : Floor ,Room :	
	N0227			82.56							
TOTAL RENTAL EXCL. VAT											
40257029	E367	10783699	A789027012310	686.92	0.00	5.44	0.00	0.00		GEORGE	X
	E367			105.91						GEORGE MUNICIPALITY	
	IF-628			179.49						CREDIT CONTROL	
	FSS33			9.28						71 YORK STREET, CREDIT CONTROL	
	MK-602			41.75						Building : GROUND Floor ,Room :	
	N0227			82.56							
TOTAL RENTAL EXCL. VAT											
40257030	E367	10783816	A789027012251	686.92	0.00	5.44	0.00	0.00		GEORGE	X
	E367			105.91						GEORGE MUNICIPALITY	
	IF-628			179.49						HUMAN SETTLEMENTS	
	FSS33			9.28						CNR ST JOHN & VAKING STREET	
	MK-602			82.56							

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Kricca Miralita South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

Initials KRICCA MIRALITA Initials
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CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG CIL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SCANS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOYAGE
	N1227			41.75						Building : Floor ,Room :	
	EK-519			82.56						GEORGE	
TOTAL RENTAL EXCL VAT				1,105.91							
40257031	E367	10783973	A789027012118	686.92	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY FIN COLLECTIONS 71 YORK STREET Building : GROUND Floor ,Room :	X
	E367			105.91							
	IF-628			179.49							
	FS533			9.28							
	MK-602			41.75							
	N1227			82.56							
	EK-519										
TOTAL RENTAL EXCL VAT				1,105.91							
40257032	E367	10783789	A789027012268	686.92	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CREDITORS 71 YORK STREET Building : 1ST Floor ,Room :	X
	E367			105.91							
	IF-628			179.49							
	FS533			9.28							
	MK-602			41.75							
	N1227			82.56							
	EK-519										
TOTAL RENTAL EXCL VAT				1,105.91							
40257327	E367	10783944	A789027012312	691.48	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CORPORATE SVY UNIONDALE VOORTREKKEUR Building : Floor ,Room :	
	E367			104.75							
	IF-628			177.57							
	FS533			9.16							
	MK-602			41.29							
	N1227			81.66							
	EK-519										
TOTAL RENTAL EXCL VAT				1,105.91							
40257328	E367	10783796	A789027012274	691.48	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CORP SVY BACK SCANNING 71 YORK STREET (BACK SCANNING) Building : GR EIGHT Floor ,Room : PRINT	X
	E367			104.75							
	IF-628			177.57							
	FS533			9.16							
	MK-602			41.29							
	N1227			81.66							
	EK-519										
TOTAL RENTAL EXCL VAT				1,105.91							
40257329	E367	10783835	A789027012311		0.00	5.44	0.00	0.00		GEORGE	
TOTAL RENTAL EXCL VAT											

ADDENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
 Equipment installed on behalf of GEORGE MUNICIPALITY
 and Konica Minolta South Africa
 Contract start date 01.02.2023 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP.No	SERIAL No	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOIR
	B367			691.48						GEORGE MUNICIPALITY	
	IF-628			104.75						ELECTRO TECH - ADMIN COMPLAINTS	
	FS533			177.57						BRICK ROAD	
	MC-602			9.16						Building : Floor ,Room :	
	ND27			41.29							
	EK-519			81.66						GEORGE	
	TOTAL RENTAL EXCL VAT			1,105.91							
40257330	B367	10799725	A789027013429	1,105.91	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY - ENV SVU ENVIRONMENTAL SERVICES	X
										82 NEWIE STREET	
										Building : GR Floor ,Room :	
										GEORGE	
	TOTAL RENTAL EXCL VAT			1,105.91							
40257331	B367	10799722	A789027013397	691.48	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CASHIERS GR FL	X
	IF-628			104.75						CASHIERS	
	FS533			177.57						71 YORK STREET CASHIERS	
	MC-602			9.16						Building : GR Floor ,Room :	
	ND27			41.29							
	EK-519			81.66						GEORGE	
	TOTAL RENTAL EXCL VAT			1,105.91							
40257332	B367	10783805	A789027012278	691.48	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY TRAFFIC ENCLINSDOP	
	IF-628			104.75						MISSION STREET - TRAFFIC DEPT	
	FS533			177.57						Building : Floor ,Room :	
	MC-602			9.16							
	ND27			41.29						ENCLINSDOP, GEORGE	
	EK-519			81.66							
	TOTAL RENTAL EXCL VAT			1,105.91							
40257333	B367	10783780	A789027012267	691.48	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CUSTOMER SVU GR FLOOR	X
	IF-628			104.75						71 YORK STREET	
	FS533			177.57						Building : GROUND Floor ,Room :	
	MC-602			9.16							
	ND27			41.29						GEORGE	
	EK-519			81.66							
	TOTAL RENTAL EXCL VAT			1,105.91							

CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL CENTS EXCL. VAT	COPY CHG HW CENTS EXCL. VAT	SONS EXCL. VAT	FLAT CHG EXCL. VAT	ORDER	LOCATION	VOORE
40257335	E367	10783710	A789027012313	1,105.91	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY CRP SERVICES HR YORK STREET- CRP SERVICES HR Building : GROUND Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				1,105.91							
40257336	E367	10783822	A789027012241	1,105.91	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY SUNRY DEBORS 71 YORK STREET - SUNRY DEBORS Building : GROUND Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				1,105.91							
40257337	E367	10783942	A789027012026	1,105.91	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY COM SERV NEW DAWN SPORT COM SERVICE Building : Floor ,Room : NEW DAWN PARK SPORT, PACONISDORP GEORGE	
TOTAL RENTAL EXCL. VAT				1,105.91							
40257433	E367 IF-628 FS533 MK-602 ND277 FK-519	10783966	A789027012127	691.48 104.75 177.57 9.16 41.29 81.66	0.00	5.44	0.00	0.00		GEORGE MUNICIPALITY UNIONDALE VOORDEKER STREET Building : Floor ,Room :	
TOTAL RENTAL EXCL. VAT				1,105.91							
40257007	C300I C300I IF-632 FS533 ND250I FK-519	10787345	A92K021508087	986.84 207.69 179.49 39.78 82.56	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY CHIEF WHIP OFFICE 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	
TOTAL RENTAL EXCL. VAT				1,496.36							
40257034	C300I C300I	10787233	A92K021508598	986.87	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY	X

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Knuca Minolta South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOORE
	DF-632 FSS33 ND50I EK-519			207.67 179.49 39.77 82.56						CORPORATE SERVICES ADMIN JURNITA JURNITA ROOM 12 71 YORK STR Building : 1ST Floor ,Room : 12 GEORGE	
	TOTAL RENTAL EXCL VAT			1,496.36							
40257035	C300I	10787236	AA2K021508622		33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY FLEET (STORES) - 122 MITCHELL STR 122 MITCHELL STREET Building : Floor ,Room : GEORGE	
	TOTAL RENTAL EXCL VAT			1,496.36							
40257077	C300I	10787217	AA2K021508173		33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY SPRINKLER OFFICE 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			1,496.36							
40257083	C300I	10787204	AA2K021508657		33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY FIRE STATION MITCHELL STREET Building : Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			1,496.36							
40257084	C300I	10787342	AA2K021508102		33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY DIRECTOR OPS SERVICES DIRECTOR OPS SRV 71 YORK STREET Building : 1ST Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			1,496.36							
40257085	C300I	10787343	AA2K021508140		33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY TOURISM OFFICE, BIG TREE	
	TOTAL RENTAL EXCL VAT			1,496.36							

ATTACHMENT 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Konica Minolta South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP.NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SCANS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOYER
	FSS33 ND250I EK-519			177.57 39.36 81.66						HIG TREE, YORK STREET Building : Floor ,Room : GEORGE	
	TOTAL RENTAL EXCL VAT			1,496.36							
40257088	C300I C300I DF-632 FSS33 ND250I EK-519	10787344	AA2K021508071	992.30 205.47 177.57 39.36 81.66	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY PLANNING RECEPTION 71 YORK STREET Building : 5TH Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			1,496.36							
40257169	C300I C300I DF-632 FSS33 ND250I EK-519	10787228	AA2K021508541	992.30 205.47 177.57 39.36 81.66	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY NEW WATERWORKS 11TH AVE AVENUE, DENNEFORD Building : 11TH Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			1,496.36							
40257171	C300I C300I DF-632 FSS33 ND250I EK-519	10787224	AA2K021508611	992.30 205.47 177.57 39.36 81.66	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY GO-GEORGE NORWANK BUILDING, YORK STREET Building : 2ND FLOOR ,Room : GEORGE	
	TOTAL RENTAL EXCL VAT			1,496.36							
40257445	C300I C300I DF-632 FSS33 ND250I EK-519	10788207	AA2K021508151	992.30 205.47 177.57 39.36 81.66	33.50	6.96	0.00	0.00		GEORGE MUNICIPALITY WATER DEBOT 71 WATER DEBOT BRICK ROAD Building : Floor ,Room : GEORGE INDUSTRIAL GEORGE	
	TOTAL RENTAL EXCL VAT			1,496.36							
40257033	C450I C450I FSS33 MK-607	10785637	AA2K021036061	1,866.31 179.49 15.73	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY STEEL CHAIN MANAGEMENT	X

ADDENDUM 1
TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of
and
Contract start date 01.02.2023 **: Period of Contract** 36 Months

Initials KOUKA MINOLTA Initials

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CONTRACT	EQUIPMENT	EQUIP.NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SCANS EXCL VAT	PLAT CHG EXCL VAT	ORDER	LOCATION	VOORE
	ND250I EK-519			39.78 82.56						71 YORK STREET Building : 1ST Floor ,Room : GEORGE	
	TOTAL RENTAL EXCL VAT			2,183.87							
40257078	C450I C450I FSS33 MK-607 ND250I EK-519	10794612	AA7R021037726	1,869.68 177.57 15.56 39.36 81.70	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY ENVIRONMENTAL SVY - MENDE STR 82 MENDE STREET Building : 1ST Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			2,183.87							
40257079	C450I C450I FSS33 MK-607 ND250I EK-519	10785646	AA7R021036168	1,869.68 177.57 15.56 39.36 81.70	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY TRAFFIC LAW & ADMIN TRAFFIC - LAW AND ADMIN TRAFFIC, MISSION STREET Building : Floor ,Room : PACALISDORT GEORGE	
	TOTAL RENTAL EXCL VAT			2,183.87							
40257080	C450I C450I FSS33 MK-607 ND250I EK-519	10785630	AA7R021036171	1,869.68 177.57 15.56 39.36 81.70	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY PLANNING - 5TH FLOOR 71 YORK STREET Building : 5TH Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			2,183.87							
40257081	C450I C450I FSS33 MK-607 ND250I EK-519	10785629	AA7R021036221	1,869.68 177.57 15.56 39.36 81.70	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY PLANNING BUILD CONTROL 71 YORK STREET Building : 4TH Floor ,Room : GEORGE	X
	TOTAL RENTAL EXCL VAT			2,183.87							
40257082	C450I C450I FSS33 MK-607 ND250I	10794593	AA7R021035512	1,869.68 177.57 15.56 39.36	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY VEHICLE REGISTRATION VEHICLE REG. HIBERNIA STREET	X

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of
and KONICA MINOLTA South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOORE
	EK-519			81.70						Building : Floor ,Room : GEORGE	
TOTAL RENTAL EXCL VAT				2,183.87							
40257086	C450I	10794577	AA7R021035541	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY ELECTRICAL ADMIN BRICK RD BRICK ROAD, INDEVERIA Building : Floor ,Room : GEORGE	X
	C450I			177.57							
	RSS33			15.56							
	MC-607			39.36							
	ND250I			81.70							
	EK-519										
TOTAL RENTAL EXCL VAT				2,183.87							
40257087	C450I	10794564	AA7R021036257	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY CIVIL & TECHNICAL OLD TOWN HALL BUILDING OLD TOWN HALL, YORK STR Building : 1ST Floor ,Room : GEORGE	
	C450I			177.57							
	RSS33			15.56							
	MC-607			39.36							
	ND250I			81.70							
	EK-519										
TOTAL RENTAL EXCL VAT				2,183.87							
40257083	C450I	10794587	AA7R021036662	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY COUNCILORS 71 YORK STREET Building : 2ND Floor ,Room : GEORGE	X
	C450I			177.57							
	RSS33			15.56							
	MC-607			39.36							
	ND250I			81.70							
	EK-519										
TOTAL RENTAL EXCL VAT				2,183.87							
40257094	C450I	10785642	AA7R021036037	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY ITP SECTION PLANNING 71 YORK STREET Building : 3RD Floor ,Room : GEORGE	X
	C450I			177.57							
	RSS33			15.56							
	MC-607			39.36							
	ND250I			81.70							
	EK-519										
TOTAL RENTAL EXCL VAT				2,183.87							
40257097	C450I	10794619	AA7R021035754	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY CO-GEORGE NEEBANK BUILDING, YORK STREET	X
	C450I			177.57							
	RSS33			15.56							
	MC-607			39.36							
	ND250I			81.70							
	EK-519										
TOTAL RENTAL EXCL VAT				2,183.87							

ANNEXUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of **GEORGE MUNICIPALITY**
and **Korica Minolta South Africa**
Contract start date **01.02.2023** **: Period of Contract** **36 Months**

Initials KORIKA MINOLTA Initials

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CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG CIL CENIS EXCL VAT	COPY CHG BW CENIS EXCL VAT	SONS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOORE
TOTAL RENTAL EXCL VAT				2,183.87						Building : 2ND FL Floor ,Room : 2ND GEORGE	
40257170	C450I	10794624	AA7R021035690	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY LEGAL MUNICIPAL COURT 71 YORK STREET Building : 1ST Floor ,Room : GEORGE	X
	RS333			177.57							
	MK-607			15.56							
	ND250I			39.36							
	EK-519			81.70							
TOTAL RENTAL EXCL VAT				2,183.87							
40257338	C450I	10794594	AA7R021035619	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY COUNCILQA SEWERAGE COUNCILQA SEWERAGE Building : Floor ,Room : PROMINISORE GEORGE	
TOTAL RENTAL EXCL VAT				2,183.87							
40257339	C450I	10785657	AA7R021036097	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY COMMUNITY DEVELOPMENT ONE ST JOHN & VARIOUS AVE COMMUNITY DEVELOPMENT Building : Floor ,Room : GEORGE	
TOTAL RENTAL EXCL VAT				2,183.87							
40257340	C450I	10785638	AA7R021036057	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY MUNICIPAL MANAGER 71 YORK STREET - WM Building : 3RD Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL VAT				2,183.87							
40257434	C450I	10785658	AA7R021036152	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY CFO - FINANCE 71 YORK STREET (CFO) Building : 1ST Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL VAT				2,183.87							

ANNEX 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of
and **George Municipality**
Contract start date 01.02.2023 **Period of Contract** 36 Months

Initials KONICA MINOLTA Initials

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CONTRACT	EQUIPMENT	EQUIP. NO	SERIAL NO	RENTAL EXCL. VAT	COPY CHG COL CENTS EXCL. VAT	COPY CHG BW CENTS EXCL. VAT	SONS EXCL. VAT	FLAT CHG EXCL. VAT	ORDER	LOCATION	VOORE
4025/435	C450I	10794559	AA7R021035667	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY MAYOR'S OFFICE 71 YORK STREET MAYORS OFFICE Building : 2ND Floor ,Room : GEORGE	
TOTAL RENTAL EXCL. VAT				2,183.87							
4025/436	C450I	10794563	AA7R021037775	2,183.87	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY CORPORATE SVY BACK SCANNING BACK SCANNING 71 YORK STR BACK SCANNING Building : GROUND Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				2,183.87							
4025/437	C450I	10794622	AA7R021035573	1,866.31	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY CIVIL & TECHNICAL OLD TOWN HALL, YORK STR Building : GR Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				2,183.87							
4025/438	C450I	10785645	AA7R021036145	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY COMMUNITY SAFETY CATHEDRAL STREET Building : Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				2,183.87							
4025/439	C450I	10785640	AA7R021035940	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY HR DEPT 71 YORK STREET Building : GROUND Floor ,Room : GEORGE	X
TOTAL RENTAL EXCL. VAT				2,183.87							
4025/172	C450I	10785639	AA7R021035955	1,869.68	27.23	6.84	0.00	0.00		GEORGE MUNICIPALITY TRAFFIC RECEPTION EXHIBITORS	
TOTAL RENTAL EXCL. VAT				1,869.68							

DATE : 09.02.2023

ATTENDUM 1 TO MASTER HIRE & SERVICE AGREEMENT SCHEDULE
Equipment installed on behalf of GEORGE MUNICIPALITY
and Konic Miralita South Africa
Contract start date 01.02.2023 : Period of Contract 36 Months

Initials KONICA MINOLTA Initials
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CONTRACT	EQUIPMENT	EQUIP NO	SERIAL NO	RENTAL EXCL VAT	COPY CHG COL CENTS EXCL VAT	COPY CHG BW CENTS EXCL VAT	SCANS EXCL VAT	FLAT CHG EXCL VAT	ORDER	LOCATION	VOFRE
	MK-607 ND250T EK-519			15.56 39.36 81.70						MISSION STREET Building : Floor ,Room : BACALSTORE GEORGE	
TOTAL RENTAL EXCL VAT				2,183.87							
TOTAL SCHEDULE RENTAL EXCL VAT				112,089.69							

ACCEPTED FOR GEORGE MUNICIPALITY

NAME : Kician du Plessis

CAPACITY : CFO

SIGNATURE: 

DATE : 09/02/2023

ACCEPTED FOR NMEA

NAME : PIERRE KRUSE

CAPACITY : BRANCH MANAGER

SIGNATURE: 

DATE : 09/02/2023

ACCEPTED FOR NMEA

NAME : EUGENE DU PLESSIS

CAPACITY : SERVICE MANAGER

SIGNATURE: 

DATE : 9/2/23

ADDENDUM TO MASTER HIRE & SERVICE AGREEMENT

entered by and between

GEORGE MUNICIPALITY

herein represented by **Mr Riaan du Plessis**, in his capacity as **Director: Financial Services**, being duly authorised thereto

(hereinafter referred to as “**the Hirer**”)

and

KONICA MINOLTA SOUTH AFRICA A DIVISION OF BIDVEST OFFICE (PTY) LTD

herein represented by Pierre Kruse in his/her capacity as Branch Manager, being duly authorised thereto

(hereinafter referred to as “**the Service Provider**”)

hereinafter collectively referred to as “the parties”

A handwritten signature in black ink, consisting of a large, stylized 'G' followed by a smaller, more complex mark.

WHEREAS the parties concluded a Master Hire and Service Agreement on 9 February 2023 (hereinafter referred to as the Master Agreement, whereby Konica Minolta was appointed to provide a service to the Municipality (Hirer) with Tender MM005;

AND WHEREAS the Parties wish to amend certain clauses of the Master Agreement.

NOW THEREFORE THE PARTIES AGREE TO AS FOLLOWS:

1. 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 may not transfer their rights in terms of the Agreement, nor part with possession of the goods, to any other party without obtaining written consent from Konica Minolta. The Hirer hereby agrees that Konica Minolta shall cede or transfer Konica Minolta's payment rights under this Agreement to Bidvest Bank or any of its subsidiaries. The Hirer acknowledges and consents to the aforesaid cession. Despite this cession Konica Minolta will remain responsible for the performance of its obligations under this Agreement.

2. Clause 5 is deleted and replaced by

3.

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 a complete and correct 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.

4. Clause 19.1 is deleted and replaced by:

All Maintenance Charges will be fixed and will not fluctuate for the 36 month period.

5. Clause 19.2 is deleted in its entirety.

6. Clause 19.3 is deleted and replaced by:

All Monthly Rental Amounts will be fixed and will not fluctuate for the 36 month period. 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

7. An additional Clause 33 is added:

DISPUTE RESOLUTION:

- 33.1 If any dispute arises between the parties in connection with or arising out of this Master Agreement, the parties shall make every effort to resolve amicably, such dispute or difference by mutual consultation.
- 33.2 Should a dispute which pertains to this Master Agreement arise between the parties to this Master Agreement then the parties can agree to refer the dispute in question to arbitration, to be held in George.
- 33.3 Referral to arbitration must be by way of written notice delivered to the *domicilium cjtandi et executandi* of the other party/ies involved in the dispute.
- 33.4 In the event of arbitration, the parties shall use their best endeavours to ensure that the arbitration is held and concluded, and a decision handed down within thirty (30) working days after the delivery of the referral to arbitration.
- 33.5 The arbitrator shall be a person agreed between the parties to the dispute alternatively and party to the dispute may request the Chairperson for the time being of the Legal Practice Council (Western Cape Provincial Office) to appoint an arbitrator, which he is authorized to do in his sole discretion, save that the appointed arbitrator must be independent.
- 33.6 The arbitrator shall have the fullest and freest discretion regarding the procedure applicable to the proceedings; whether he shall require assessors to assist in his decision making; as well as the venue and timing thereof, subject to the other terms of this clause 33.
- 33.7 The arbitrator's decision shall be final and binding.
- 33.8 The arbitrator may make an award as to his/her costs.
- 33.9 The provisions of the Arbitrations Act, Act 42 of 1965, shall apply to this arbitration.
- 33.10 A party to this Master Agreement may institute court proceedings if:
- 33.10.1 same is necessary for the protection of any rights pending the resolution of an arbitration in terms hereof; or
- 33.10.2 same is necessary to obtain relief where grounds justifying urgent relief exist.

33.10.3 same is necessary to compel a party to abide by the terms of this arbitration clause.

8. GENERAL


This addendum together with the remainder of the Master Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representations or warranties between the parties other than those set out herein are binding on the parties.


SIGNED AT GEORGE ON THIS 9TH DAY OF February 2023


AS WITNESSES:


Signature


Signature



Mr C.A. du Plessis, Director:
Financial Services, for and
on behalf of the Municipality,
who warrants that he is duly
authorised to sign on its behalf.


Name also in capital letters



Name also in capital letters


SIGNED AT GEORGE ON THIS 9TH DAY OF FEBRUARY
2023


AS WITNESSES:




Signature


Signature


Pierre Kruse, on behalf of
Konica Minolta South Africa, who
warrants that he/she is duly
authorised to sign on its behalf.


Name also in capital letters


Name also in capital letters

- 4.7.10 To authorise payment for working of overtime and consequent remuneration in accordance with the regulations, applicable legislation and council's policies and provided budgeted funds are available.
- 4.7.11 To approve all SCM matters applicable to the directorate and where necessary, enter into contracts, subject to Council's Supply Chain Management Policy, for obtaining goods and services applicable to the functions of the, provided that the annual expense has been budgeted for.
-  4.7.12 To enter into and sign contracts as approved by the Bid Adjudication Committee subject to Council's Supply Chain Management Policy, for obtaining goods and services applicable to the functions of the Directorate on contracts up to an amount of R10 million and provided the expense has been budgeted for.
-  4.7.13 To approve, enter into and sign contracts and agreements on behalf of the Municipality pertaining to the relevant directorate of the Director and provided the expense has been budgeted for and relevant supply chain process has been followed, as well as those contracts and agreements on behalf of the municipality pertaining to the relevant directorate, which have no budget implications and where a SCM process has not been followed.
- 4.7.14 To certify payments for final payment to service providers in terms of applicable legislation and policy.
- 4.7.15 To appoint employees on T-grades 13 - 1 in terms of applicable legislation and Council policy.
- 4.7.16 To make recommendations to the Municipal Manager on the audit report.
- 4.7.17 To approve/reject inter-departmental staff transfers and transfers between directorates for T-grades 13 – 1 subject to relevant labour relations legislation and Council's policy.
- 4.7.18 To authorise the placement of advertisements in public newspapers in accordance with the Council's policy.