



## SERVICE LEVEL AGREEMENT

(In relation to the provision of Legal Services to Umdoni Local Municipality)

Entered into between:

### UMDONI LOCAL MUNICIPALITY

A municipality established in terms of section 12 of the Local Government: Municipal Structures Act, 1998 (Act 117 of 1998), herein represented by **MR W T GUMEDE** in his capacity as **ACTING MUNICIPAL MANAGER** duly authorised by virtue of a Council resolution, in terms of section 59 of the municipal Systems Act, 2000 (Act 32 of 2000)

(Hereinafter referred to as "ULM")

AND

### UBUHLEBESU TRADING & PROJECTS

A company incorporated in terms of the Companies Act, 1973 (Act 61 of 1973 and deemed to be incorporated and registered in terms of section 2 (a) and (b) of schedule 5 the Companies Act, 2008 (Act 71 of 2008), herein represented by **Lindokuhle Howard Mabele** in his capacity as **DIRECTOR** duly authorised by a resolution of the company.

(Hereinafter referred to as the "UBUHLEBESU")

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## INTRODUCTION.

WHEREAS the Umdoni local municipality through its Supply Chain Management processes, invited service providers for Town and Regional Planning to respond to a request for proposals regarding placement on its panel of Town Planners;

AND WHEREAS UBUHLEBESU is one of the companies awarded the tender to provide Town and Regional Planning services to the ULM, as and when instructed to do so;

AND WHEREAS UBUHLEBESU contract with ULM binds itself to meet the performance goals and to comply with the obligations contained in the bid document which was submitted to ULM;

NOW THEREFORE UBUHLEBESU undertakes the development of LAP for Malangeni.

### 1. INTERPRETATION.

In this agreement and in the annexure to this agreement, unless the context indicates a contrary intention and expression which denotes: -

- 1.1 the head notes to the paragraphs to this agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 1.2 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender and words importing persons shall include partnerships and bodies corporate.
- 1.3 This agreement shall be binding on and enforceable by the permitted assigned, liquidators or other legal successors of the parties as fully and effectually as if they had signed this agreement in the first of the instance to any party.
- 1.4 If any provisions in this clause 1 and/or clause 2 is a substantive provision conferring rights or imposing obligations on either party, then notwithstanding that such provision is only contained in this clause 1, effect shall be given thereof as if such provision were a substantive provision in the body of the agreement.
- 1.5 Whenever a number of days is prescribed in this agreement, such number shall be calculated excluding the first and including the last day, unless the last day is not a business day, in which event the last day shall be the next day which is a business day.
- 1.6 Whenever performance is required to be made in this agreement on any date and such date is not a business day, such performance shall be required to be made on the next date, which is a business day unless such performance is urgent at the instance of ULM.
- 1.7 Where any terms are defined within the context of any particular clause in this agreement, the terms so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed for all purposes in term of



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this agreement, notwithstanding that such term has not been defined in this clause 1 and/or clause 2.

- 1.8 Any reference in this Agreement to legislation or subordinate legislation is to such legislature or subordinate legislation at the date of signature thereof and as amended and/or re-enacted and/or consolidated and/or replaced from time to time.
- 1.9 Terms defined in this Agreement shall bear the same meaning in the annexure marked "A" hereto.
- 1.10 The rule interpretation that an agreement will be interpreted against the party responsible for the drafting and any similar rules of interpretation shall not apply to this agreement and the parties waive any rights they have to rely on such rules.
- 1.11 Any provision of this agreement that contemplates performance or observance after termination or expiry of this agreement shall survive termination or expiry of this agreement and continue in full force and effect.
- 1.12 This agreement shall be governed by and construed in accordance with the laws of South Africa.

## 2. DEFINITIONS.

|                     |                                                                                                                                                                                                                           |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Agreement"         | means this agreement and includes any schedules, appendices, annexures and addendums hereto and amendments hereof;                                                                                                        |
| "BBBEE laws"        | means the Broad-Based Black Economic Empowerment Act, No.23 of 2003 and any rules or regulations or codes Of good practice promulgated thereunder, including the Good Practice on Broad Based Black Economic Empowerment. |
| "Bid document"      | Means Bid including the Bid proposals and the Bid Specification contained in the Bid Document;                                                                                                                            |
| "Business Day"      | means any day other than a Saturday, Sunday or public holiday officially recognized as such in the Republic of South Africa.                                                                                              |
| "Commencement Date" | means effective date from the date of signature listed on the "Appointment letter", that being 18 November 2025.                                                                                                          |



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**"Corrupt Acts"**

including:-

- (a) Offering, giving or agreeing to give to ULM or any other Organ of state or to any official of or person employed by or on behalf of ULM or other organ of state, any Gratification (as defined below) of any kind as an inducement 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 ULM 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 ULM 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 ULM or any other organ of state in connection with which commission has been paid or has been agreed to be paid by FIRM 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 has been disclosed in writing to ULM;
- (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 ULM or any other public body; or
- (c) Defrauding or attempting to defraud or conspiring to defraud ULM or any other public body.



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**"Good Industry Practice"**

in relation to the manner in which services are rendered and as referred to in this agreement in any other context, shall mean the standards, practices, methods and procedures conforming to applicable law, and exercising that 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 similar circumstances;

**"Gratification"**

includes:-

- (a) Money, whether in 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;
- (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 things;
- (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 valuable consideration or benefits of any kind, including any discount, commission, rebate, bonus, deduction or percentage;

**"Insolvency"**

includes provisional or final sequestration, liquidation or judicial management;

**"Instruction"**

means a written request by ULM to UBUHLEBESU, from time to time for the provision of services, which instruction shall



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|                  | describes the specific services to be rendered by UBUHLEBESU, to the extent that such services may differ from or be in addition to the service set forth in this Agreement.                                                                                                                                                                                                                                                                                                   |
| "MFMA"           | means Municipal Finance Management Act, No 56 of 2003 as amended, together with any and all regulations and/or notice/ circulars issued in terms thereof;                                                                                                                                                                                                                                                                                                                      |
| "Parties"        | means the ULM and CONTRACTOR, and each individually shall be referred to as a "Party";                                                                                                                                                                                                                                                                                                                                                                                         |
| "ULM"            | means the Umdoni Local Municipality, a municipality established in terms of the Local Government Municipality Structures Act;                                                                                                                                                                                                                                                                                                                                                  |
| "ULM Policies"   | means, <i>inter alia</i> , Municipal Policies and/or guidelines in relation to or in accordance with:- <ul style="list-style-type: none"> <li>a) BBBEE laws</li> <li>b) National Treasury circulars</li> <li>c) Supply Chain Management Policy</li> <li>d) Ethical conduct;</li> <li>e) Health, safety &amp; environment; and</li> <li>f) The quality, standard and performance requirement in relation to the services</li> </ul> <p>As amended by ULM from time to time.</p> |
| "Services"       | means the services to be rendered by UBUHLEBESU to ULM Under this agreement as more fully described in Annexure "A" Hereto and which may be amended from time to time by ULM in writing.                                                                                                                                                                                                                                                                                       |
| "Signature Date" | means the date on which the Party signing this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                      |
| "VAT"            | means Value Added Tax as levied under the Value Added Tax Act, No. 89 of 1991 (as amended).                                                                                                                                                                                                                                                                                                                                                                                    |



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### 3. APPOINTMENT AND DURATION.

- 3.1 The ULM appoints UBUHLEBESU to develop LAP for Malangeni. UBUHLEBESU hereby accepts the appointment on the terms and subject to the conditions hereinafter set out.
- 3.2 The appointment shall commence as from the 18<sup>th</sup> of November 2025 and conclude on the expiration of the contract.
- 3.3 The appointment of UBUHLEBESU is on the understanding that UBUHLEBESU has the necessary capacity, resources, experience and expertise to provide the Services in the field(s) of Town and regional Planning as set out in Annexure "A";
- 3.4 UBUHLEBESU shall immediately notify the ULM should it lose the necessary capacity, resources and experience and expertise to provide the Services as set out in Annexure "A" hereto;
- 3.5 Upon being notified as envisaged in 3.4 above, the ULM shall terminate the agreement without providing notice;
- 3.6 The ULM may at any time in its sole discretion, terminate this Agreement by giving to UBUHLEBESU the period of fourteen (14) days written notice.
- 3.7 Unless otherwise advised, UBUHLEBESU shall only accept instructions from the General Manager Planning & Development as representative of the ULM.

### 4. INSTRUCTION.

- 4.1 All Town planning services shall be coordinated under the direction of the General Manager Planning & Development Notwithstanding any other provision contained herein, any Town Planning services can only be authorised by the Municipal Manager in consultation with General Manager Planning & Development notwithstanding the contents of clause 3.7 above. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the ULM at any time, to assign or reassign a legal matter of ULM to another firm.
- 4.2 UBUHLEBESU has been appointed to develop LAP for Malangeni at R545 000 (including VAT)
- 4.3 The project deliverable will be as the attached TORs.



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5. OBLIGATIONS OF TPS.

- 5.1 UBUHLEBESU is appointed to provide the ULM with the Services in the sphere(s) of Town Planning as set out in Annexure "A" attached hereto;
- 5.2 It is recorded that UBUHLEBESU shall, at all times, provide the Services diligently, in a professional manner and in compliance with all prevailing legislation, including but not limited to:-
- 5.2.1 Compliance with the professional and ethical rules applicable to the Town Planning profession;
- 5.2.2 Adherence to the ULM policies and procedures shall have been communicated to UBUHLEBESU from time to time;
- 5.2.3 Ensuring that the interests of the ULM are protected at all times;
- 5.2.4 Dedication to all the ULM matters, in order to give effect to the instructions of the ULM;
- 5.3 UBUHLEBESU shall render the services in a timely manner, and UBUHLEBESU shall use reasonable endeavours to adhere to the time limits agreed upon when instructions are furnished.
- 5.4 Where no time limits are agreed to, the Services will be rendered within a reasonable period and where necessary, in accordance with prevailing legislation.
- 5.6 UBUHLEBESU shall not be involved in matters where there is any conflict of interest, potential or actual, with the interests of the ULM. Where any potential or actual conflict of interest exists, UBUHLEBESU shall immediately notify the ULM thereof in writing.
- 5.6.1 The notice shall set out with sufficient particularity the nature of the conflict of interests.
- 5.6.2 Upon receipt of the notice contemplated above, the ULM shall make a determination as to whether to remove UBUHLEBESU from the Panel or to retain UBUHLEBESU on the Panel.
- 5.6.3 As soon as determination has been made whether to remove or retain UBUHLEBESU from or on the Panel, UBUHLEBESU shall be duly informed of the ULM decision. The decision of the ULM shall be final.

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- 5.7 UBUHLEBESU shall adhere to limits of its authority as stipulated by the ULM from time to time and under no circumstance shall exceed such defined authority without the written consent from the ULM.
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- 5.9 UBUHLEBESU shall, within 3 (three) days of receipt of instructions in writing accept such instruction in (which acceptance may also be communicated by email).
- 5.12 UBUHLEBESU shall at its own cost ensure that all confidential documents be kept under safe custody to the satisfaction of the ULM;
- 5.13 UBUHLEBESU shall open and maintain a proper register regarding confidential documents in its custody;
- 5.14 UBUHLEBESU shall upon request furnish the ULM with a letter of comfort regarding the safe custody of all confidential documents;
- 5.15 UBUHLEBESU shall not deviate from the ULM instructions without obtaining prior written consent from the General Manager Planning & Development.
- 5.16 UBUHLEBESU shall fully protect the ULM's interest and not prefer other parties' interests over those of the ULM;
- 5.17 The ULM shall at all reasonable times and on reasonable prior notice have access to confidential documents in the safe custody of UBUHLEBESU, for inspection/auditing purposes.
- 5.18 UBUHLEBESU shall at all times endeavour to maximize the opportunities for cost saving to all parties.
- 5.19 UBUHLEBESU shall, on written instruction by the ULM, perform any and all work necessary for the provision of Town Planning Services to ULM, including, without limitation, the following:-
- 5.19.1. Attendance of Council meeting or any of the Committees of the Council on request of the General Manager Planning & Development or his/her representative;
- 5.19.2. Provide Town Planning advice and consultation on all matters affecting the ULM, committees, Councillors, and employees of ULM as requested by the ULM, in accordance with such policies and procedures as may be established by the ULM from time to time.



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6. LIABILITY FOR FINANCIAL LOSS AND INSURANCE REQUIREMENTS FOR ATTORNEYS.

- 6.1 UBUHLEBESU undertakes to pay any reasonable claim arising from any act or acts of negligence or misconduct of UBUHLEBESU or its employees, causing financial loss to the ULM.

7. OBLIGATIONS OF THE ULM.

- 7.1 The ULM agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for FIRM to effectively render its professional services under this Agreement.
- 7.2 The General Manager Planning & Development or his/her representative shall, within a reasonable period, provide adequate information or all requested information to when such information is requested by UBUHLEBESU.

8. COSTS AND OTHER CHARGES.

- 8.1 UBUHLEBESU may incur various costs and expenses in rendering the Town Planning services required by the ULM, which costs shall be reimbursable by ULM, provided that the same is customary and necessary for the performance of legal services as per instruction of the ULM.

9. FEES AND PAYMENT.

- 13.1 UBUHLEBESU shall be entitled to fees in respect of the due, full and proper performance of its obligations in accordance with the agreed upon contract allocation of R545 100 (FIVE HUNDREND AND FORTY-FIVE THOUSAND AND ONE HUNDRED RAND)
- 13.2 UBUHLEBESU's invoices shall comply with the requirements of ULM as may be given from time to time. Should the invoices not comply with the requirements payment of the invoices will be delayed until such time that the invoices have been amended to comply with the said requirements.

10. WITHDRAWAL OF TPS.

- 10.1 In the event of a discharge of or withdrawal by UBUHLEBESU from the panel or the matter, the ULM will pay UBUHLEBESU's professional fees and costs, in accordance with this agreement, for all work done (and costs incurred) until the date of cessation of services, whereafter UBUHLEBESU will immediately submit the relevant file/s to the ULM



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## 11. WARRANTIES AND LIMITATION OF LIABILITY.

11.1 UBUHLEBESU warrants, undertakes and represents to ULM that for the duration of this Agreement or instruction issued in terms hereof:-

15.1.1. UBUHLEBESU has full capacity and authority, has obtained all the necessary approvals (including, without limitation, registration, certification, permits, licences and authorisations) to enter into and perform its obligations under this Agreement and to provide the Services.

15.1.2. It has the skills, expertise and experience necessary to provide the Services.

15.1.3. It will use reasonable care and expertise in performing the services.

15.1.4. It will notify ULM immediately should it encounter or foresee any circumstances that may prevent it from fulfilling its obligations to ULM under this Agreement; and

15.1.5. The Service will be supplied and rendered by appropriately qualified, trained and experienced personnel.

11.2 UBUHLEBESU indemnifies and holds ULM harmless against any loss, expense or damage suffered by ULM arising out of or in connection with any breach of the warranties set out above.

11.3 Any breach of such warranties shall be deemed to be a material breach of this Agreement entitling ULM, in addition and without prejudice to any other rights or remedies it may have in law or under this Agreement, to cancel this Agreement.

11.4 Each of the warranties and representations in this Agreement are separate and severable and shall not limit any other warranties or representations given by UBUHLEBESU notwithstanding that they may be similar or overlap.

11.5 ULM shall not be liable, whether in contract, delict or otherwise, for any special, consequential or incidental damages, arising from or in connection with this Agreement, any instruction or any change of such instruction by ULM.

## 12. LIMITATION OF LIABILITY / INDEMNITY.

12.1 UBUHLEBESU hereby indemnifies and holds ULM, its customs, officers, employees and agents harmless against any loss, damage, or injury caused or sustained by any wilful or negligent act or omission on the part of UBUHLEBESU or any of its staff in the course and scope of their employment by UBUHLEBESU and execution of its duties in terms of this Agreement or otherwise.

  
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12.2 Without derogating from the generality of clause 16.1 above, UBUHLEBESU hereby indemnifies ULM in respect of any claim or damages from such an act or omission, irrespective of whether these acts or omissions can:-

16.2.1. Be legally imputed to ULM in any manner, jointly with or separately from UBUHLEBESU; or

16.2.2. Independently found a claim against ULM, by virtue of any duty upon ULM to supervise or control the activities of UBUHLEBESU the staff or sub-contractors and/or independently to safe guard ULM's customers, employees, workmen and/or other party from risks or dangers arising from the activities pursued by UBUHLEBESU;

16.3 UBUHLEBESU shall be liable to ULM for any loss, damage or injury of any nature suffered by ULM, its customers, employees or workmen (of whatsoever nature) which may arise from or be connected with a negligent, gross negligent or wilful act or omission or part of UBUHLEBESU or sub-contractor in provision of the services;

#### 16 TERMINATION.

17.1 Notwithstanding anything to the contrary contained in this agreement, the ULM reserves the right to terminate this agreement by giving thirty (30) days written notice to that effect, in the following circumstances:

17.1.1 If UBUHLEBESU

17.1.1.1 is declared insolvent;

17.1.1.2 commits a fraudulent or dishonest act;

17.1.1.3 is for any reason, prevented from performing its duties or complying with the provisions of this agreement;

17.1.1.4 is guilty of any conduct which is prejudicial to the ULM interest;

17.2 If a judgment is entered against UBUHLEBESU;

17.6 Should UBUHLEBESU be in contravention of any legislation.

17.7 If found that changes in the shareholding or interests in UBUHLEBESU would have had any adverse effect on the awarding of the tender to UBUHLEBESU at the time of the awarding.



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17.8 In case UBUHLEBESU's Tax Clearance Certificate expires or is in anyway invalid, or should UBUHLEBESU not be in possession of a valid Tax Clearance Certificate issued by the South African Revenue Services (SARS), at any time during the subsistence of this agreement.

17.9 In case UBUHLEBESU commits an offence of fraud or corruption.

#### 17 DEFAULT OR BREACH.

18.1 If any party breaches any provision or term of this agreement (other than those which contain their own remedies or limit the remedies in the event of a breach thereof), and fails to remedy such breach within seven (7) days of receipt of written notice requiring the defaulting party to do so, or if it is not reasonably possible to remedy the breach within seven (7) days, within such further period as may be reasonable in the circumstances (the onus of demonstrating such reasonableness being on the aggrieved party); provided that the party in breach also furnishes evidence within the period of seven (7) days, reasonably satisfactory to the other party, that it has taken whatever steps reasonable to remedy the breach, then the aggrieved party shall be entitled without notice, in addition to any other remedy available to it at law other than any delictual claim or under this agreement, including obtaining an interdict to:-

- (i) Cancel this agreement and claim damages; or
- (ii) Claim specific performance.

#### 18 POST TERMINATION PROVISIONS.

19.1 Upon termination of this Agreement for any reason whatsoever, whether pursuant to the provisions of clause 17 above or otherwise (and without prejudice to any other right or remedies of ULM under this Agreement or in law), UBUHLEBESU shall: -

19.1.1 Forthwith, cease to provide the services;

19.1.2 Provide the ULM with comprehensive and detailed reports on a Current, pending or dormant instructions and Services being rendered to the ULM;

19.1.3 Handover all ULM's files and documents relating to any instruction, in UBUHLEBESU's possession to ULM's designated representative, ensuring that neat and comprehensive files and documents are compiled into bundles and handed over in compliance with this requirement;

19.1.4 Finalise to attend to all pending Instructions within the notice period; and

19.1.5 Return all other of ULM's property which may be in possession of UBUHLEBESU to ULM's property which may be in possession of

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UBUHLEBESU to ULM including all documentations, materials, equipment and all confidential information.

**19 DOMICILIUM CITANDI ET EXECUTANDI.**

The parties choose the following addresses as the address of service of any notices or documents for any purpose:

**20.1 ULM**

Attention: THE MUNICIPAL MANAGER  
Address: Cnr Bram Fisher & Williamson Street  
Scottburgh  
Kwazulu Natal  
4180  
South Africa

Email: [mmoffice@umdoni.gov.za](mailto:mmoffice@umdoni.gov.za)/ [masis@umdoni.gov.za](mailto:masis@umdoni.gov.za)

**20.2 UBUHLEBESU TRADING & PROJECTS**

Attention: Mr. Lindokuhle Howard Mabele  
Address: 21 Cascades Crescent, Block C- Suite 1  
Montrose  
Pietermaritzburg  
3201  
Telephone: 033 015 5830 / 060 428 3163  
E- mail: [lindo@ubuhlebesu.co.za](mailto:lindo@ubuhlebesu.co.za)  
Fax no: n/a

20.3 Any notice or communication required or permit to be given in terms of this agreement, shall be valid and effective only if in writing and delivering to the *domicilium citandi et executandi* address or number;

20.4 Any party may be notice in writing to the other party, change the *domicilium citandi et executandi* to another physical address in the Republic of South Africa, provided that the change shall become effective on the seventh (7<sup>th</sup>) day after the latest receipt of the notice;

20.5 Any notice to a party contained in the correctly addressed envelope and:-

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- 20.5.1 send by prepaid registered post to the other party at this *domicilium citandi et executandi*, shall be deemed to have been received on the fourth (4<sup>th</sup>) business day of the posting (unless the contrary is proved); or
- 20.5.2 delivered by hand to a responsible person during ordinary business hours at this *domicilium citandi et executandi*, shall be deemed to have been received at the time of delivery (unless the contrary is proved).
- 20.6 Any notice given by email shall be deemed to have been received by the addressee, in the absence of proof to the contrary, by 12:00 noon the day following the day of transmission thereof by the facsimile machine, provided a report confirming correct transmission and/or receipt of all the pages of the document containing the notice is produced, or upon receipt from the transmitting facsimile machine at the end of the transmission, of the automatic answer/back of the receiving facsimile machine call between the relevant officials of the respective party that normally interact on the project;
- 20.7 Notwithstanding anything to the contrary herein contained, written notice or communication actually received by a party, shall be an adequate written notice or communicate to the other party, notwithstanding that it was not send and/or delivered at this chosen *domicilium citandi et executandi*;
- 20.8 Each communication between the parties shall be to or from either party only, and in a form that can be read, copied and recorded, and shall be written in English language;
- 20.9 The ULM shall not take any responsibility for non-receipt of communications from or by UBUHLEBESU.

## 20 PROHIBITION AGAINST SUB -CONTRACTING OR ASSIGNMENT.

- 21.1 UBUHLEBESU shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the ULM, and shall remain liable in terms thereof, unless written permission is obtained from the ULM.
- 21.2 In the event of a takeover of UBUHLEBESU by another company, UBUHLEBESU shall notify the ULM in writing of the details of the impending takeover three (3) months before the effective date thereof.
- 21.3 The ULM shall have an option to terminate this Agreement with effect from the date of the takeover, provided that it shall notify UBUHLEBESU of its intention to exercise such option not later than one (1) month after receipt of the notice of takeover.

## 21 INDEPENDENT CONTACTOR.

- 22.1 This Agreement shall not be construed in any way to:-



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- 22.1.1           Constitute an employer/employee relationship, agency, joint venture or partnership arrangement in any shape or form between the parties, or
- 22.1.2           Authorise either party to incur any liability whatsoever on behalf of the other, or
- 22.1.3           Constitute a guarantee that ULM will submit Instructions to UBUHLEBESU at all and/or frequently;

It being agreed that UBUHLEBESU shall, at all relevant times, act as an independent contractor to ULM.

## 22 CONFIDENTIALITY.

- 23.1    UBUHLEBESU shall treat with confidentiality, all documents and information acquired by it from the ULM by virtue of this agreement;
- 23.2    Save with the written consent of UBUHLEBESU shall only use the documents and information for the discharge of its contractual obligations arising out of this agreement, and shall not disclose the documents and information to any third parties. UBUHLEBESU may disclose the documents and information only to its employees, who require such disclosure for the performance in terms of this agreement. UBUHLEBESU shall ensure that such employees, in all respects, treat the documents and information with confidence, and shall do whatever is necessary to protect the confidentiality of the documents and information.
- 23.3    The ULM shall retain ownership of the information, and of the copyright and all other intellectual property rights in the information that is disclosed to UBUHLEBESU for purposes of providing the Services, and also in agreements, advice on evidence, memorandum and opinions drafted by the Attorneys or Counsel on the instruction of the Municipal Manager or his/her representative.
- 23.4    It is recorded that information disclosed to UBUHLEBESU in terms of this agreement may be protected from disclosure to third parties in terms of the provisions of the Promotion of Access to Information Act 2 of 2000, inter alia, because it contains financial, commercial and technical information, the disclosure of which may cause harm to the commercial or financial interests of the ULM.
- 23.5    Should there be a request to disclose information in terms of the provisions of the Promotion of Access to Information Act 2 of 2000 that is directed to UBUHLEBESU, UBUHLEBESU shall not make such information available but shall immediately forward the request to the General Manager Planning & Development.



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#### AMENDEMENT OF CONTACTS.

- 24.1 No amendment or variation of this contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force, unless amendment or variation is reduced to a written agreement and signed by the contracting parties as an addendum to this agreement.

#### 23 NO WAIVER.

- 25.1 Any waiver by either party of a right arising out of this agreement or any breach of this agreement will not operate as an estoppel, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision or a waiver of any right arising out of this agreement. Any waiver must be provided in writing. Failure by either party to insist upon strict adherence to any provision of this Agreement on one or more occasions will not considered to be a waiver of or deprive such party of the right to subsequently insist upon strict adherence to, that provision or any other provision of this Agreement.

#### 24 FORCE MAJEURE.

- 26.1 Notwithstanding the provisions of the agreement, no party shall be liable for forfeiture of its performance security, damages, or termination for default, if and to the extent that the delay in delay in performance or other failure to perform the obligations under this agreement is the result of an event of force majeure, casus fortuitous or any other factor beyond the control of either party;
- 26.2 If a force majeure situation arises, UBUHLEBESU shall promptly notify the ULM in writing of such condition and the cause thereof. Unless otherwise directed by the ULM in writing, UBUHLEBESU shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### 25 CESSION

- 25.1 Save as provided for elsewhere in this Agreement, the Parties shall not have the right to cede or assign their rights or obligations in terms of this Agreement, or agree to the transfer of this Agreement by operation of law or otherwise, without the prior written consent of the other Party first being sought and obtained.

- 25.2 This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and to any permitted successors and assigns.

#### 26 CORPORATE AUTHORITY.



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26.1 The persons executing this Agreement on behalf of the parties hereof warrant that they are duly authorized to execute this Agreement on behalf of said parties and in so executing this Agreement the parties hereto are formally bound to the provisions of the Agreement.

27 SIGNATURES.

SIGNED at SCOTTBURGH on this 09 day of DECEMBER 2025

FOR UMDONI LOCAL MUNICIPALITY



MR W T GUMEDE  
ACTING MUNICIPAL MANAGER

WITNESSES:

1. Sifiso Nxele  
(Name & Surname)

  
(Signature)

2. Pearl Mbiti  
(Name & Surname)

  
(Signature)

SIGNED at PIETERMARITZBURG on this 08 day of DECEMBER 2025

FOR UBUHLEBESU TRADING & PROJECTS

  
(DIRECTOR)

WITNESSES:

3. NOXOLO NDLANGISA  
(Name & Surname)

  
(Signature)

4. NTUTHUKO KHUMALO  
(Name & Surname)

  
(Signature)

ANNEXURE "A"

|    |                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Firm's full name and details                                                  | Ubuhlebesu Trading and Projects Pty Ltd<br>2016/278573/07                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2. | Firm's address                                                                | 21 Cascades Crescent<br>Block C- Suite 1<br>Montrose<br>Pietermaritzburg<br>3201                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 3. | Scope of work appointed                                                       | Preparation of Malangen Local Area Plan                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4  | Project Objectives                                                            | <ul style="list-style-type: none"> <li>• Translate the Umdoni SDF into a detailed local spatial plan.</li> <li>• Guide land use management, infrastructure investment, and spatial transformation.</li> <li>• Promote integrated, inclusive, and sustainable development.</li> <li>• Identify and prioritise projects for short-, medium-, and long-term implementation.</li> </ul>                                                                                                                                                                                                                                                                                 |
| 5  | Project Milestones and Timeframes                                             | <ul style="list-style-type: none"> <li>• Project Inception – 2 weeks</li> <li>• Legislative, Policy &amp; Status Quo Analysis – 8 weeks</li> <li>• Strategy Development &amp; Conceptualisation – 8 weeks</li> <li>• Consultation &amp; Review – 4 weeks</li> <li>• Close-out – 2 weeks</li> </ul>                                                                                                                                                                                                                                                                                                                                                                  |
| 4. | Commencement date                                                             | 18 November 2025                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5. | Notice period for termination                                                 | 30 Days                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 6. | Details required to be included in the invoice,<br>Which shall be an original | <ol style="list-style-type: none"> <li>1. Name of the ULM official which briefed Ubuhlebesu and date of instruction</li> <li>2. ULM matter reference number</li> <li>3. VAT numbers (for both firm and ULM)</li> <li>4. ULM Address:<br/>P.O. Box 19, Scottburgh, 4180</li> <li>5. Firm VAT Number</li> <li>6. Invoice Number</li> <li>7. Bank Details of Contractor</li> <li>8. Proof of Bank Details in the event that ULM has not made any prior payments to UBUHLEBESU, such as a cancelled cheque or a letter from the bank</li> <li>9. Statement of Accounts or Invoices in respect of disbursements, subject to the time set out in the Agreement</li> </ol> |

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|----|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 7. | Supporting documentation which must accompany all invoices | <ol style="list-style-type: none"> <li>1. Valid Up-to-date SARS Tax Clearance Certificate</li> <li>2. Valid Up-to-date SARS Certificate of Good Standing</li> <li>3. Fully Completed MDB4 Form / Declaration Form (copy attached)</li> <li>4. Proof of registration on Central Supplier Database (<a href="http://www.csd.gov.za">www.csd.gov.za</a>)</li> </ol> |
| 8. | ULM's physical address                                     | <p>Umdoni Local Municipality<br/>         Corner of Williamson &amp; Bram Fisher Streets<br/>         Scottburgh<br/>         KwaZulu-Natal</p>                                                                                                                                                                                                                  |



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