



SERVICE LEVEL AGREEMENT

SETSOTO LOCAL MUNICIPALITY

And

SETSOTO FM STEREO

CONTRACT MANAGEMENT TEAM:

T.P MASEJANE - Director;

N.S KOBELI -Manager;

L.S MOTLOUNG – Contract Management.

CONTACTS: 051 933 9314/9459



SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN

SETSOTO LOCAL MUNICIPALITY

(Income Tax Reference Number: 4000846511)

A Local municipality incorporated in terms of the Laws of the Republic of South Africa, duly represented by **Mr Simon Tshepiso Rankgotho Ramakarane** in his capacity as the Municipal Manager and Accounting Officer.

(Hereinafter referred to as the "Municipality")

and

SETSOTO FM STEREO

A non-profit company incorporated in terms of the Laws of the Republic of South Africa with registration number 2012/180208/08 duly represented by **LEBOHANG PETVUS KALI** ID Numbers: **850428 5246 08 1** in his capacity as the Acting Manager, who is authorized to sign this agreement on behalf of the company.

(Hereinafter referred to as the "Service Provider")

WHEREAS the Municipality needs a media for announcements, interviews, advertising and promotions to be able to render service to the community efficiently, effectively and timeously.

AND WHEREAS the Service provider is viewed as the appropriate channel for advertisements, announcements, interviews, promotions and outside broadcasts.

AND WHEREAS the Service provider has the ability to render the service of advertising and providing Municipality airplay for interviews, announcements, promotions and outside broadcasts.

NOW THEREFORE the Service provider agrees to provide the Municipality with an airplay to make unlimited announcements, unlimited advertisements, unlimited promotions with the use of a desired DJ/ presenter as an ambassador and afford the

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Municipality an airplay for 12 interviews and 5 outside broadcasts at an agreed schedules and the Municipality agrees to compensate the Service provider for such Service.

1. PURPOSE AND OBJECTIVE

- 1.1 The purpose of this agreement is to give effect to the above preamble in particular to afford the Municipality airplay or airplay slot for announcements, interviews, advertisements, promotions and an outside broadcasts.

2. DEFINITIONS

- 2.1 In this agreement, the South African law of interpretation of statutes and contracts will apply in interpreting or assigning any meaning to a word, clause or paragraph.

3. APPOINTMENT

- 3.1 The Municipality appoints **Setsoto FM Stereo** for the provision of airplay slot for unlimited announcements, unlimited advertisements, unlimited promotions, 12 interviews, promotions and 5 outside broadcasts as and when necessary or at an agreed schedule.

4. DURATION

- 4.1 The service provider is appointed for a period of **1 (One) year** with an option to renew, commencing on **01st November 2014** notwithstanding date of signature hereof.

5. SERVICES

- 5.1 The Service provider:-

- 5.1.1 Shall render the services in a professional manner, in a high level standard and to the advantage of the Municipality.
- 5.1.2 Will provide the Municipality with timeous delivery of the service.
- 5.1.3 Shall ensure that the Municipality is given a time slots which has high listenership.
- 5.1.4 Shall ensure that the person to speak on an interview on behalf of the Municipality or give instructions for the adverts, promotions or announcements has the necessary authority or approval of the Municipality's Municipal Manager.
- 5.1.5 Will stick to the monthly schedule as per attached program.
- 5.1.6 Shall keep a record of all service rendered for the duration of this agreement.

5.1.7 Shall comply with all the terms and conditions as set out in this agreement.

5.2 The Municipality:

5.2.1 Shall provide the Service provider with a program or a schedule of time slots requested.

5.2.2 Shall update and provide the Service provider with the revised program or schedule on a continuous basis.

5.2.3. The Municipality shall place request orders timeously to allow the Service provider to provide the required service.

6. PRICE AND PAYMENTS

6.1 The Parties have agreed that the Municipality shall pay an amount of **R40 000.00** (VAT included) once off for the service as outlined in Clause 3.1 above.

6.2 The Service provider shall furnish the Municipality with the tax invoice at the commencement of this agreement.

6.3 The invoice will be paid by the Municipality into Service provider's bank account by an Electronic Fund Transfer (EFT) within 1 (One) month from the date of the submission of the invoice.

7. INDEMNITY

7.1 The service provider hereby indemnifies the Municipality from any act, negligent or otherwise caused by the service provider, its agent or employee resulting from activities related to the rendering of the service.

8. TERMINATION AND BREACH

8.1 This service level agreement will terminate on the **31st October 2017** or such later date as the parties may agree.

8.2 In the event of breach by either party, the innocent party may terminate the agreement provided that the other party is notified of the breach and called upon to rectify the breach immediately and has failed to rectify the breach.

8.3 Any party aggrieved by the other to such an extent that the conduct amount to material breach, may seek appropriate relief in court or refer the matter to arbitration.

9. INABILITY TO PERFORM

9.1 Neither party will be liable for any failure to meet any of its obligations in terms of this agreement or any delay in meeting them, to the extent to which the failure or delay is caused by any circumstances whatsoever which is beyond its reasonable control, including but not limited to any labour disputes, strike or lockout excluding

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labour dispute, strikes and lockouts confined mainly to employees or either party, war, riot or civil commotion, any order or regulation of any government or other lawful authority meeting the above requirements or any other cause beyond the reasonable control of that party.

9.2 The affected party must give notice in writing to the other party immediately upon the occurrence of an event of *vis major*.

10. DOMICILIA AND NOTICES

10.1 The parties choose as their *domicilia citandi et executandi* for all purpose arising from or pursuant to this agreement, their addresses as follows:

10.1.1. Setsoto Local Municipality

27 Voortrekker Street,
Ficksburg. 9730
Tel: 051 933 9300.
Fax: 051 933 9303

10.1.2. Setsoto FM Stereo

23 Voortrekker Street,
Market Square
Gen. Jan Fick Meseum
Ficksburg, 9730
Tel: 051 933 6380

10.2 Any party shall be entitled from time to time, by written notice to the other, to vary its *domicilium* address to any other address within the Republic of South Africa which is not a post office box or poste restante.

10.3 Any notice given by one of the parties to the other ("the addressee") which:-

10.3.1 Is delivered by hand to the addressee's *domicilium citandi et executandi* shall be presumed to have been received by the addressee on the date of the delivery, until the contrary is proved;

10.3.2 Is posted by the prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's *domicilium citandi et executandi*, shall be presumed until the contrary is proved, to have been received by the addressee on the fifth day of

the date of posting; or

10.3.3 Is faxed to the chosen fax number, will presumed to be received unless the other party proves the contrary:-

10.3.3.1 Within four (4) hours after being faxed during normal business; or

10.3.3.2 If not faxed within normal business hours, at twelve o'clock on the first of business that follows the day on which it was faxed.

10.4. Either party shall be entitled, on seven (07) days notice to the other, to change the address *domicilium citandi et executandi*.

10.5 Notwithstanding anything to the contrary contained or implied in this agreement, a written notice or communication actually received by one of the parties from another, including by way of facsimile transmission, shall be adequate written notice or communication to such party.

11. VARIATION

11.1 No addition to or variation, cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by all the parties or their duly authorised representative.

12. RELAXATION

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

13. NON-WAIVER

13.1 Neither party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this agreement by reason of such party having at any time granted any extension of time for or having shown any indulgence to the other party with reference to any payment or

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performance hereunder, or having failed to enforce, or delayed in the enforcement of any right or action against the other party.

13.2 The failure of either party to comply with non-material provision of this lease shall not excuse the other party from performing that party's obligations hereunder, fully and timeously.

14. JURISDICTION

14.1 In the event of any legal action arising out of this Agreement, the parties do hereby consent to the jurisdiction of the Magistrate's Court.

15. WHOLE AGREEMENT

15.1 This lease constitutes the entire agreement between the parties. Neither party relies in entering into agreement on any warranties, representations disclosure or expressions of opinion which have not been incorporated into this agreement as warranties of undertaking. No variation of consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

General Conditions of Contract (Service Level Agreement)

1. Definitions

The following terms shall be interpreted as indicated:

1.1 "Contract" means the written agreement entered into between the Municipality and the Service provider, as recorded in the contract, signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.2 "Contract price" means the amount payable to the Service provider under the contract for the full and proper performance of its contractual obligations.

1.3 "Day" means calendar day.

1.4 "Airplay" means playing time, exposure, promotion, publicity or broadcast opportunity.

1.5 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.6 "Vis major" means an event beyond the control of the Service provider and not involving the Service provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts or the Service Provider in its sovereign capacity, wars or revolutions, fires, floods,

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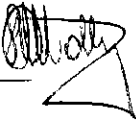
epidemics, quarantine restrictions and freight embargoes.

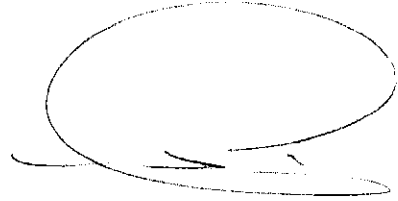
- 1.7 "Goods" means all the time slot afforded to the Municipality and other form of service useful to rendering of service under the contract.

Dated at Ficksburg on this 30 day of OCTOBER 2014.


STR RAMAKARANE
MUNICIPAL MANAGER: SETSOTO LOCAL MUNICIPALITY

As WITNESSES:-


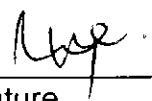
1. LEBONA MOTLOUNG 
Name & Signature
2. NKOATI SOLOMON KOBELE
Name & Signature



Dated at Ficksburg on this 30 day of October 2014.


LEBOHANG PETVUS KALI
ACTING MANAGER: SETSOTO FM STEREO

As WITNESSES:-

1. MORDESI 
Name & Signature
2. KEPUME 
Name & Signature