



a world class African city



City of Johannesburg
Johannesburg Roads Agency

66 Sauer Street
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Johannesburg
2001

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Braamfontein
South Africa
2017

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www.jra.org.za
www.joburg.org.za

TO : Toivo Mohapi
MMC Transport

FROM : Mpho Kau
A/Managing Director

DATE : 09 July 2015

SUBJECT : CBP SLA – JRA

I refer to the a/Managing Director email correspondence dated 10 September 2015 on the alteration made on the SLA. Please find attached the signed copy of the JRA CBP SLA, should you need more information kindly liaise with Mr Frans Nkosi Manager: Legal at (011) 298 5144 or fnkosi@jra.org.za.

Yours Sincerely,

Mpho Kau
A/Managing Director
JRA
11/09/15

Directors:
Chairman: J Manche, Managing Director: Vacant, CFO: G Mbatsha
Non-Executive Directors: M Ramasia, J Maina, A Torres, N Msezane, E Ngomane,
L Mashamaite, L Nxumalo, H Masehe, Company Secretary: K Mills

Registration No. 2000/028993/07

SERVICE LEVEL AGREEMENT

Between

CITY OF JOHANNESBURG

**GROUP STRATEGY POLICY COORDINATION AND
RELATIONS**

(hereinafter referred to as the "Client")

And

JOHANNESBURG ROADS AGENCY

(Hereinafter referred to as the "JRA")

PREAMBLE

1. WHEREAS JRA intends and is willing to undertake the following projects (subject to the terms and conditions set out hereunder):

Region A

- a. Resurfacing and stabilise gravel roads- Gravelling (R533 520.00)
- b. Resurfacing of Nanyuki Rd from Sunninghill Hospital to Malindi Rd (R270 000.00)
- c. Tarring and completion of tarring of Bulelwa Makomane str, tarring of Phakwe and Xinimbela streets (R220 000.00)
- d. Street calming measures in Ebony Park Primary (R150 000.00)

Region D

- a. Installation of Traffic Signals in Protea Glen on the Major Impala intersection (R700 000.00)
- b. Installation of Traffic Signals in Glen Ridge Ext 16 on Randfontein Road Intersection (R700 000.00)

Region E

- a. Upgrading of Blandford Rd between Hyperion and Witkoppen Rd (R 4 000 000.00)
- b. Gabions (R1 500 000.00)
- c. Foot bridges (R1 500 000.00)

Region F

- a. Building of a small bridge (R150 000.00)

Region G

- a. Roads Maintenance (R1 500 000.00)
- b. Dzadza Project Road Maintenance (R2 000 000.00)

2. And whereas the Client is willing to advance finance towards the payment of the total costs of the execution of the project through the City of Johannesburg (CoJ) Funding.
3. And whereas in implementing this Agreement and in all dealings with each other, the Parties undertake to observe the utmost good faith and to give full effect to the intent and purpose of this Agreement.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. INTERPRETATION

1.1. In this Agreement, unless inconsistent with or otherwise indicated by the context, the following words or expressions shall bear the following meanings:-

1.1.1. **"Agreement"** means this Agreement and any annexure thereto which annexure shall form part of this Agreement;

1.1.2. **"Budget"** means any construction costs and all other amounts reasonably and necessarily expended for purposes of the completion of the project;

1.1.3. **"Certificate of Completion"** means a certificate issued in terms of Clause 5.14.4 of the General Conditions of Contract (2010) and in which it is certified that the work has been completed in accordance with the provisions of the design documents and this agreement, and that the work completed has been tested and commissioned and is capable of being used for the purpose intended;

1.1.4. **"The Client"** means City of Johannesburg (Group Strategy Policy Coordination and Relation);

1.1.5. **"COJ"** means the City of Johannesburg Metropolitan Municipality;

1.1.6. **"Construction costs"** means the construction of the work including site clearance, plan approval fees, service connection fees, insurance premiums and professional fees payable to the appointed professional service provider;

1.1.7. **"Contractor"** means a contracting party in terms of the building/construction agreement and shall include all of the contractor's sub-contractors;

1.1.8. **"Defects liability period"** means the period commencing on the date of issue of the Certificate of Completion and terminating 12 months thereafter, as defined in Clause 7.81 of the General Conditions of Contract (2010);

1.1.9. **"Design documents"** means the work plans and specifications of the work as approved by the Client;

1.1.10. **"Effective Date"** means the date that this Agreement becomes enforceable, the 24 November 2014, notwithstanding signature hereto;

- 1.1.11. **"Final Completion Certificate"** means a certificate issued in terms of Clause 5.14.4 of the General Conditions of Contract (2010) and in which it is certified that the work has been finally substantially completed in accordance with the design documents and this agreement and that all rectified items have been made good;
- 1.1.12. **"Final Completion Date"** means the date on which the Final Completion Certificate is issued as defined in clause 5.16 the General Conditions of Contract (2010);
- 1.1.13. **"Final Completion Documents"** means:
- "as built" or "record" plans and drawings of the work including but not limited to :-
 - ✓ A site plan showing all servitudes and final levels in respect thereof all drawings, all of which shall incorporate all amendments, variations and alterations thereto;
 - ✓ A complete list containing the names of all contractors, sub-contractors, specialists and other firms employed;
 - ✓ Such further documents as may be reasonably required by the Client in respect of the work done and of which the Client has advised JRA by written notice before the issue of the final completion certificate and which are reasonably capable of being provided by JRA ;
- 1.1.14. **"Maximum Budget"** means the amount of **R 13 223 520 (thirteen million two hundred and twenty three thousand and five hundred and twenty)**, Inclusive of VAT or such greater amount as may be determined by the Client in writing from time to time;
- 1.1.15. **"Parties"** means JRA and the CLIENT collectively and **"Party"** refers to any one of them, as the context may require;
- 1.1.16. **"Practical Completion Certificate"** means a certificate issued in terms of Clause 5.14.1 of the General Conditions of Contract (2010) and in which it is certified that the work has been completed for practical purposes in accordance with the provisions of the design documents and this agreement, the work has been tested and commissioned and is capable of being used for the purpose intended;
- 1.1.17. **"Practical Completion Date"** means the date on which the practical completion certificate is issued;
- 1.1.18. **"Professional Consultants"** means a professional service provider as may from time to time be appointed by JRA with the prior written consent of the Client, which consent shall not be unreasonably withheld for the completion of the work;

1.1.19. **“Projects”** means the design, construction and commissioning of the projects referred to as:

Region G

- a. Roads Maintenance ; and
- b. Cleaning of storm water drains.

Region A

- a. Resurface and stabilise gravel roads – Gravelling in Sedibeng Street, Katanang Street and Kagiso Street and
- b. Resurfacing.

Region E

- a. Tarring of Bulelwa Makomane street, Phakwe and Xinimbela street;
- b. Street calming ;
- c. Building of a small bridge ; and
- d. Upgrading of Blandford Rd between Hyperion and Witkoppen Rd.

Region D

- a. Installation of Traffic Signals in Protea Glen on the Major Impala intersection and
- b. Installation of Traffic Signals in Glen Ridge Ext 16 on Randfontein Road Intersection.

1.1.20. **“Rectified items”** means all faults, defects and other shortcomings in the work as is stated in Clause 11 of this Agreement;

1.1.21. **“Services”** means those activities set out in this Agreement that are performed by JRA pursuant to this Agreement;

1.1.22. **“Work”** means all structures, improvements, earthworks and other structures to be constructed and effected for purposes of completing the project.

1.2. Any reference to the singular includes the plural and vice versa;

1.3. Any reference to natural persons includes legal persons and vice versa;

1.4. Any reference to gender includes the other genders;

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- 1.5. Any reference to an enactment is to that enactment as at the Signature date and as amended or re-enacted from time to time and includes any subordinate legislation made from time to time under such enactment;
- 1.6. Where appropriate, meanings ascribed to defined words and expressions in 1.1 above, shall impose substantive obligations on the parties;
- 1.7. The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation
- 1.8. Words and expressions defined in any sub clause shall, for the purposes of the clause of which that sub clause forms part, bear the meaning assigned to such words and expressions in that sub clause;
- 1.9. In the event of conflict the provisions of this Agreement are to be read in the following order of precedence in relation to that conflict;
- 1.9.1. In respect of provisions detailing the Services:
- 1.9.1.1. The relevant Annexure;
- 1.9.1.2. This Agreement (excluding the relevant Annexure); and
- 1.9.1.3. Any document incorporated by reference.
- 1.9.2. In respect of other provisions:
- 1.9.2.1. This Agreement excluding the relevant Annexure;
- 1.9.2.2. The relevant Annexure; and
- 1.9.2.3. Any document incorporated by reference.
- 1.10. Defined terms appearing in this Agreement in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning, and shall, unless the context otherwise requires, include the terms as defined;
- 1.11. Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a Saturday, Sunday or public holiday, the next succeeding business day;
- 1.12. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention;

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1.13. The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it: the application of the *eiusdem* generic rule is excluded.

2. RECITALS

The COJ owns the land / Property on which the projects in:

Region A

- | | |
|--|---------------|
| a. Resurface and stabilise gravel roads – Gravelling | (R533 520.00) |
| b. Resurfacing of Nanyuki Rd from Sunninghill Hospital to Malindi Rd | (R270 000.00) |
| c. Tarring and completion of tarring of Bulelwa Makomane str,
tarring of Phakwe and Xinimbela streets | (R220 000.00) |
| d. Street calming measures in Ebony Park Primary | (R150 000.00) |

Region D

- | | |
|---|---------------|
| a. Installation of Traffic Signals in Protea Glen on the Major Impala
intersection | (R700 000.00) |
| b. Installation of Traffic Signals in Glen Ridge Ext 16 on Randfontein
Road Intersection | (R700 000.00) |

Region E

- | | |
|--|-----------------|
| a. Upgrading of Blandford Rd between Hyperion and Witkoppen Rd | (R4 000 000.00) |
| b. Gabions | (R1 500 000.00) |
| c. Foot bridges | (R1 500 000.00) |
| d. Foot bridges | (R1 500 000.00) |

Region F

- | | |
|-------------------------------|---------------|
| a. Building of a small bridge | (R150 000.00) |
|-------------------------------|---------------|

Region G

- | | |
|-------------------------------------|-----------------|
| a. Roads Maintenance | (R1 500 000.00) |
| b. Dzadza Projects Road Maintenance | (R2 000 000.00) |

2.1. The Client has been appointed by the JRA to undertake the completion of the projects and as such is duly authorised to embark on the project and enter into and give effect to this Agreement;

2.2. An integral part of the projects includes:

Region A

- | | |
|--|---------------|
| a. Resurface and stabilise gravel roads – Graveling | (R533 520.00) |
| b. Resurfacing of Nanyuki Rd from Sunninghill Hospital to Malindi Rd | (R270 000.00) |
| c. Tarring and completion of tarring of Bulelwa Makomane str
tarring of Phakwe and Xinimbela street | (R220 000.00) |
| d. Street calming measures in Ebony Park Primary | (R150 000.00) |

Region D

- | | |
|---|---------------|
| a. Installation of Traffic Signals in Protea Glen on the Major Impala
Intersection | (R700 000.00) |
| b. Installation of Traffic Signals in Glen Ridge Ext 16 on Randfontein
Road Intersection | (R700 000.00) |

Region E

- | | |
|--|-----------------|
| a. Upgrading of Blandford Rd between Hyperion and Witkoppen Rd | (R4 000 000.00) |
| b. Gabions | (R1 500 000.00) |
| c. Foot bridges | (R1 500 000.00) |

Region F

- | | |
|-------------------------------|---------------|
| a. Building of a small bridge | (R150 000.00) |
|-------------------------------|---------------|

Region G

- | | |
|-------------------------------------|-----------------|
| a. Roads Maintenance | (R1 500 000.00) |
| b. Dzadza Projects Road Maintenance | (R2 000 000.00) |

2.3. JRA will project manage and control the completion of the projects for and on behalf of the Client; and

2.4. This Agreement contains the contractual terms between the parties with regards to the project.

3. APPOINTMENT OF JRA

- 3.1. The Client appoints JRA as its project manager for the purpose of the construction of the work and the completion of the projects. JRA accepts such appointment, and will carry out the work in accordance with JRA policies and procedures;
- 3.2. This Agreement will endure until the project is finally complete as evidenced by the issue of the Final Completion Certificate, unless terminated in accordance with the provisions of the Termination Clause or by written agreement between the Parties;

4. GENERAL FUNCTIONS OF JRA AS PROJECT MANAGER

- 4.1. JRA shall perform all such functions and duties as are customary and necessary as performed by a project manager for purposes of the completion of the project, and in accordance with JRA policies and procedures. Without limiting the generality of the foregoing JRA shall perform such functions and duties as follows: -

4.1.1. As are expressly provided for in this Agreement; and

4.1.2. As may be reasonably determined by the Client by written notice to JRA from time to time.

5. PROFESSIONAL CONSULTANTS

- 5.1. JRA shall be responsible for the appointment of each of the professional service providers. Every appointment of a professional service provider shall be subject to the prior written approval of the Client which approval shall not be unreasonably withheld.

5.1.1. Every contract of appointment of a professional service provider shall provide, *inter alia*, that:-

5.1.2. Such professional service provider shall be responsible for full quality control within the scope of his discipline and shall be professionally responsible to and have a duty of care to both the Client and the COJ; and

5.1.3. The professional service provider shall at its own cost and expense maintain such public liability and professional indemnity insurance as the Client may reasonably determine.

- 5.2. JRA shall be responsible for and shall pay (as part of the capital budget) all professional fees due to each of the appointed professional consultants, from the funds as defined in Clause 12 herein.

6. APPROVALS AND RESPONSIBILITIES

6.1. The Client shall be responsible for the following as expressly provided for in this Agreement:

6.1.1. Any land acquisition;

6.1.2. Approval of the project from all interested and affected parties;

6.1.3. All reporting as may be required by the COJ;

6.1.4. The Client shall give such authorities and sign such documents as JRA may reasonably require, enabling it to obtain the necessary consents, permits, licenses and authorities which may be necessary for the projects.

6.2. JRA shall be responsible for the following as expressly provided for in this Agreement:-

6.2.1. JRA shall procure all consents, permits, licenses, plan approvals and the like necessary for the construction of the work to be done and the completion of the projects, and/or will obtain from the appropriate authority as soon as may be necessary but in any event not later than the practical completion date;

6.2.2. Submission of monthly progress reports to the Client.

7. DESIGN AND AMENDMENTS

7.1. JRA is responsible to the Client and the COJ for the proper design and construction of the work to be done, and suitable for the purpose for which it is designed and intended;

7.2. The responsibility of JRA in terms of Clause 7.1 shall in no way be relieved or reduced by any claim which the Client may have or acquired against any professional service provider or against any other person;

7.3. The design documents shall be subject to the written approval of the Client and may be amended only by a variation order signed by the Client and JRA. Unless otherwise agreed to in writing, no variation order shall increase or reduce the construction costs payable by the Client;

7.4. All designs and amendments thereof shall be carried out in accordance with JRA standards, policies and procedures.

8. APPOINTMENT AND SUPERVISION OF CONTRACTORS

- 8.1. JRA shall conduct all negotiations and shall complete all contract documentation which shall unless otherwise agreed to in writing by the Client be substantially in the customary forms used in the relevant disciplines with all relevant contractors and suppliers;
- 8.2. JRA shall comply with such tender procedures as per government legislation and as per JRA policies and procedures, unless otherwise agreed to in writing with the Client;
- 8.3. JRA and its appointed agents shall be responsible for the due and proper supervision of all work done and/or goods supplied by any contractor or other supplier and shall as soon as reasonably possible report to the Client in writing, details of any non-performance by any contractor and/or other supplier of any contractual obligations undertaken to the Client. Every report of non-performance in terms of this clause shall include recommendations of such remedial action as may be proposed to be undertaken.

9. CONSTRUCTION OF WORKS

- 9.1. JRA undertakes and shall take all such steps as may be reasonably available to it in order to ensure that: -
 - 9.1.1. The work to be done is constructed in a good, proper and professional manner in accordance with the provisions of the design documents and this agreement;
 - 9.1.2. All materials used in the construction of the work are in accordance with the design documents;
 - 9.1.3. The work done must comply with all applicable laws, by-laws, regulations and time planning scheme requirements and the lawful requirements of every statutory or other authority, notwithstanding that any lesser requirements may be stipulated in the design documents;
 - 9.1.4. All amounts due and payable to the professional service provider and to every contractor engaged in the construction of the work are paid promptly on the due date;
 - 9.1.5. All persons appointed to supervise the construction of the work are fully qualified and competent to do so;
 - 9.1.6. Proper and adequate professional services are provided in respect of the construction of the work and completion of the project by the members of the professional consultants for their respective professional duties;
 - 9.1.7. Generally, everything is done as may be necessary to ensure that the projects are completed:

-
- 9.1.7.1. As expeditiously as possible, but by no later than the intended practical completion date; and
 - 9.1.7.2. According to the design documents and the standard of workmanship contemplated in this Agreement;
 - 9.1.7.3. The budget does not exceed the maximum capital budget without the prior written consent of the Client.

10. RECTIFICATION ITEMS

- 10.1. JRA undertakes and shall take all such steps as may be reasonably available to it in order to ensure that:
 - 10.1.1. All defects, faults and other shortcomings in the work done which may be apparent on the practical completion date; and
 - 10.1.2. All defects and other shortcomings which may appear in the work done within the defects liability period are completed or made good as soon as reasonably possible.
- 10.2. The Client may at any time and from time to time during the defect liability period deliver to JRA written lists of rectification items which may exist or may have manifested themselves in the work done.

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11. INSPECTION OF DOCUMENTS AND SITE MEETINGS

- 11.1. The Client or its duly authorised representative shall at all reasonable times be entitled to inspect the work done and all design and technical documents relating thereto. JRA shall on demand furnish the Client with true copies of such documents.
- 11.2. The Client or its duly authorised representative shall be entitled to attend all site and management meetings relating to the project. JRA shall:-
- 11.2.1. Inform the Client timeously of the date, time and venue of such meetings;
- 11.2.2. Forward copies of meeting minutes to the Client.
- 11.3. The Client shall at all times be entitled to rely upon JRA complying with its obligations strictly in accordance with the provisions of this Agreement. Any failure by the Client to exercise any of its rights of inspection and/or rights to attend site and/or management meetings will in no way limit the obligations of JRA in terms of this agreement or restrict the Client from enforcing its rights strictly in accordance with the provisions of this agreement.

12. FINANCIAL OBLIGATIONS

- 12.1. The Client will contribute funding totalling an amount of R 13 223 520.00 (Thirteen million two hundred and twenty three thousand, five hundred and twenty rands only) Inclusive of VAT for the 2015/16 financial year or such greater amount as may be determined by the Client in writing from time to time;
- 12.2. The budget shall be paid by the Client to JRA as and when the amount falls due for payment against delivery of the necessary vouchers and other supporting documents and a certificate by JRA that such amount is due;
- 12.3. JRA shall be entitled to six percent (6%) of the project budget for contract administration fees.
- 12.4. The amount due in terms of Clause 12.2 and 12.3 above shall be transferred electronically to JRA bank account

13. INSURANCE AND GUARANTEES

JRA shall ensure that every contractor engaged in the construction of the work to be done will maintain, for its own interest and the interest of the Client, public liability insurance and any other insurance as may be required and has furnished adequate guarantees to cover the interests of the Parties.

14. RESTRICTION AGAINST CESSION

JRA shall not cede, assign or delegate any of its rights and/or obligations in terms of this agreement to any third party without the prior consent of the client.

15. INDEMNITY

JRA hereby indemnifies the Client against any liability in respect of any damage or physical loss to the property of any person or injury to, or death of any person resulting from any act or omission by JRA or its agents or contractors in the execution of the project.

16. WARRANTIES

- 16.1. JRA warrants that the services referred to in this Agreement shall be performed in a timely and professional manner in accordance with best industry practice;
- 16.2. No other warranties or representations made by any of the Parties or their employees or representatives to each other shall be binding on any of the Parties hereto, whether such representations or warranties were furnished expressly, or by way of implications, unless reduced to writing and signed by and on behalf of the Parties concerned.

17. TERMINATION AND CANCELLATION

- 17.1. This Agreement may only be terminated by either Party giving the other Party one (2) months prior written notice of such termination;
- 17.2. Should this Agreement be cancelled, any monies outstanding by either Party to the other in terms of this Agreement shall be immediately due and payable.

18. BREACH

- 18.1. Except if stated otherwise in this Agreement, if either of the parties ("the defaulting party") fails to take steps reasonably satisfactory to the other party ("the aggrieved party") to remedy the material breach of any of the defaulting party's obligations under this Agreement within a period of seven (7) days of receiving a notice from the aggrieved party specifying the nature of the material breach and calling for it to be remedied, the aggrieved party shall be entitled to cancel the Agreement against the defaulting party or to claim immediate payment and/or specific performance by the defaulting party of all the defaulting party's obligations whether or not the due date for payment and/or performance shall have arrived, in either event without prejudice to the aggrieved party's rights to claim damages;

18.2. The foregoing is without prejudice to such other rights as the aggrieved party may have in law.

19. DISPUTE AND ARBITRATION

19.1. It is recorded that the Parties are both "municipal entities" for the purposes of the MFMA, IFRA and IRFA. In conducting their affairs, the Parties must seek to achieve the objectives of MFMA and IRFA by seeking to prevent intergovernmental disputes from arising when exercising their powers or performing their functions in terms of this Agreement, and where such disputes do arise, by giving effect to the constitutional requirement that organs of state must make every reasonable effort to settle the dispute by means of the mechanisms and procedures provided for that purpose, and must exhaust all other remedies before they approach a court to resolve the dispute.

19.2. Should a deadlock or dispute of whatever nature arise in connection with this Agreement or any rights or obligations of the Parties thereunder, the Party claiming the dispute must inform the other Party in writing within 21 days of the date the dispute is said to have arisen, of the nature of the dispute, and that a dispute has been declared ("Dispute Notice"). A copy of the said Dispute Notice shall simultaneously be served on the CITY's Contract Management Unit ("CMU"). Within 20 (twenty) Business Days of receipt of the Dispute Notice, the Parties shall meet to attempt to resolve the dispute by informal negotiations in good faith. Such meeting ("Negotiation Meeting") shall take place on 7 (seven) business day's written notice from either Party, at a venue mutually agreed between them and failing such agreement within 24 (twenty four) hours, at the official premises of the Party giving the Dispute Notice. The Parties shall use their best endeavours to settle the dispute and negotiations shall be conducted in good faith.

19.3. If the Parties are unable to resolve the deadlock or dispute in question within 15 (fifteen) Business Days after the commencement of the Negotiation Meeting or any date to which such Negotiation Meeting has been adjourned (which shall not be more than 30 (thirty) Business Days after the date of the initial Negotiation Meeting), then the deadlock or dispute shall be referred by the DSM on application by either Party, for resolution by mediation.

20. DOMICILLIUM CITANDI ET EXECUTANDI

20.1. The Parties hereby choose as their domicilium citandi et executandi for all purpose under this Agreement, whether in respect of court processes, notices, or communications of any nature, the following addresses:

<p>Johannesburg Roads Agency 66 66 Pixley Seme Street Cnr Raheema Moosa Johanneburg 2000</p> <p>Tel : 011 298 5000 Fax : 011 298 5198</p> <p>Attention: Mr Mpho Kau</p>	<p>City Of Johannesburg (Group Strategy Policy Coordination and Relations)</p> <p>118 Jorissen Street 14th floor Traduna House Braamfontein</p> <p>Tel: 011 587 4359</p> <p>Attention: Harvey P Phalatse</p>
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20.2. The Parties hereto shall be entitled to change their address for purposes of this Clause, provided that any new address selected shall be an address, other than a box number and any such change shall only be effective upon receipt of notice by the other Party of such change.

20.3. A notice sent by one Party to another Party shall be deemed to have been received: -

20.3.1. on the same day, if delivered by hand;

20.3.2. on the following day, if sent by telefax and proof of successful transmission is provided;

20.3.3. on the 7th day after posting, if sent by prepaid registered mail

20.4. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address for the purpose of receiving such notice.

21. GOVERNING LAW

The entire provisions of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties hereto hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa (South Gauteng High Court) in regard to all matters arising from this Agreement.

22. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and supersedes all previous contemporaneous communications, representations, understandings, or agreements, all of which is merged herein.

23. VARIATIONS

The Parties hereby agree that this Service Level Agreement accurately reflects the agreement entered into between them and no variation, modification or waiver of any provision thereof, or consent to any departure there from shall in any event be of any force or effect unless confirmed in writing and signed by both Parties, and then such variation, modification, waiver or consent shall be effective only in the specific instance and for the purpose and to the extent for which made or given.

24. RELAXATION

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

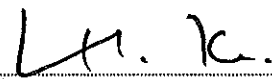
THIS DONE AND SIGNED AT JOHANNESBURG ON THIS THE ^{07th} DAY OF SEPTEMBER 2015

For and on behalf of
JOHANNESBURG ROADS AGENCY

As Witnesses:

1.

2.



Mpho Kau
(ACTING MANAGING DIRECTOR)
who warrants that he is duly authorised

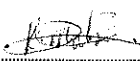
THIS DONE AND SIGNED AT JOHANNESBURG ON THIS THE DAY OF SEPTEMBER 2015



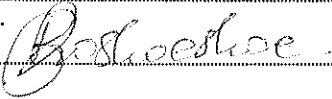
For and on behalf of
CITY OF JOHANNESBURG
(GROUP STRATEGY POLICT COORDINATION
AND RELATIONS)

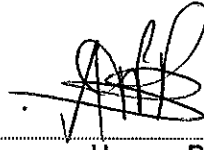
As Witnesses:

1.



2.





Harvey P Phalatse
(Acting Group Head : GSPCR)
who warrants that ~~she~~ he is duly authorised