

NAMA KHOI MUNICIPALITY

[Notice Number: 104/2012](#)

NOTICE OF AMENDMENT TO CONTRACT OF LEASING PHOTOCOPYING MACHINES

IN TERMS OF THE MUNICIPAL FINANCE MANAGEMENT ACT SECTION 116(3) (A) AND (B) NOTICE IS HEREBY GIVEN FOR THE PROPOSED AMENDMENT OF THE CONTRACTS LISTED BELOW:

No.	CONTRACT NUMBER	ORIGINAL CONTRACT SCOPE	PROPOSED AMENDED SCOPE	REASON FOR CHANGE IN SCOPE
1	<p>Contract awarded on: 26 May 2008</p> <p>Contract signed on: 28 May 2008</p> <p>Awarded to: CJJ BUSINESS SOLUTIONS (PTY) LTD T/A NASHUA NOORDWESTE</p>	<p>The original scope included the leasing of photocopying machines for a period of 5 years and included maintenance.</p> <p>Original Contact Value = R 235,464.40 (incl.VAT) per annum excluding monthly service fee per copy</p>	<p><u>Addendum to contract for the following:</u></p> <p>Install the following equipment/goods -</p> <ol style="list-style-type: none"> 1. MPC 300 Kommagas R 1,195.86 (incl.VAT) per annum excluding monthly service fee per copy 2. MPC 300 Bergsig R 1,195.86 (incl.VAT) per annum excluding monthly service fee per copy 	<p>In order to address service delivery at the libraries within the jurisdiction of Nama Khoi Municipality it has become necessary to change the scope of the contract.</p>

Proposed amendments can be viewed on the official website of the municipality. www.namakhoi.gov.za or if any community member cannot read or write, he or she is welcome to come to the offices and will be duly assisted by staff members who will aid with transcribing the comments or representations in writing.

This advert is also displayed on the official website of the municipality, the notice boards of municipal service points and libraries as required per Section 21A of the Municipal Systems Act of 2000 (Act 32 of 2000). The affected parties must submit written comments or representations not later than 01 October 2012 addressed to the: Municipal Manager, N A Baartman, Private Bag X 17, Springbok 8240

For enquiries: Mr B R Boois or Mrs R Gertze at Tel: 027 718 8100, Email: Brandon.boois@namakhoi.gov.za or ruzane.jacobs@namakhoi.gov.za.


N A BAARTMAN
MUNICIPAL MANAGER
14 September 2012



ADDENDUM NO. 14 TO THE MAIN AGREEMENT OF HIRE
 ENTERED INTO BETWEEN CJJ BUSINESS SOLUTIONS (PTY) LTD T/A NASHUA NOORDWESTE
 REG.NO.2012/001957/07
 AND NAMA KHOI MUNISIPALITEIT

DATE _____

THE UNDERLISTED EQUIPMENT SHALL BE INSTALLED AT THE LOCATION(S) SPECIFIED
 IN TERMS OF THE MAIN AGREEMENT OF HIRE. THE INITIAL PERIOD OF HIRE SHALL BE
12..... MONTHS AND SHALL COMMENCE ON THE FIRST DAY OF _____ 2012

DESCRIPTION OF GOODS	TERMS	RENTAL	SERIAL NUMBER	VAT	TOTAL
MPC300B	12 Months	2705.00		378.70	3083.70
FAXOPTC400	12 Months				
MPC300B	12 Months	2705.00		378.70	3083.70
FAXOPTC400	12 Months				
MPC300B	12 Months	2705.00		378.70	3083.70
FAXOPTC400	12 Months				

SIGNED at On the day of 20
 in the presence of the undersigned witness.

AS WITNESS:

.....

.....
 For and on behalf of CJJ Business Solutions (Pty) Ltd
 T/A NASHUA NOORDWESTE

SIGNED at On the day of 20
 in the presence of the undersigned witness.

AS WITNESS:

.....

For and on behalf of the CUSTOMER

Mr/Mrs.....

Capacity

NASHUAWIND

FINANCIAL SERVICES

MASTER RENTAL AGREEMENT

AGREEMENT NO : _____

LESSOR DETAILS :

Tele-Nova cc
T/A Nashua Noordweste
Reg No 1998/037543/23
33 Church Street, Vredendal, B160
PO Box 519, Vredendal, B160
Tel (027) 213 2073
Fax (027) 213 4828

LESSEE NAME (LEGAL PERSONA) : NAMA Khoi Munisipaliteit
 TRADING AS : _____
 REG NO : _____ VAT NO : 4890198585
 PHYSICAL ADDRESS : NAMAKHAI STR.
SPRINGBOK 8240
 POSTAL ADDRESS : KOSBOS 17
SPRINGBOK 8240
 E-MAIL ADDRESS : _____
 TELEPHONE NUMBER : 027-7188100 FACSIMILE NUMBER : 7121635

LANDLORD NAME : OWNED
 (premises where goods will be kept) POSTAL ADDRESS : _____
 TELEPHONE NUMBER : _____ FACSIMILE NUMBER : _____

SCHEDULE TO THE MASTER RENTAL AGREEMENT, the terms and conditions of which shall apply hereto, as though specifically set forth herein.

MODEL	DESCRIPTION OF GOODS	SERIAL NUMBERS	DF*	SF*	PC*	FC*	SU*	OTH*
	MAIN RENTAL AGREEMENT							

* DF = Document Feeder; SF = Sorter Finisher; PC = PrintCon; FC = FaxCon; SU = Scanner Unit; OTH = Other - PLEASE TICK ATTACHMENT
Rentals payable monthly in advance from the commencement date

Initial Rental Period : _____ Months Agreed Monthly Rental : _____ Select with X
 Commencement Date : _____ VAT : _____
 Total Monthly Rental : _____

FIXED	<input type="checkbox"/>	SEE CLAUSE 12
VARIABLE	<input type="checkbox"/>	

DEBIT ORDER AUTHORISATION, I/We request the Lessor or its cessionary to draw against my/our bank account, wherever it may be, the amounts due in terms of this agreement.

Bank : ABSA Branch Code : 63-20-05
 Branch : SPRINGBOK Account Number : 405270442
 Name of Account Holder : NAMA Khoi Munisipaliteit

Authorised Signatories

(Handwritten signatures and stamps)

NA. BARTMAN (Print full name)
J.C. VICTOR (Print full name)

TO BE COMPLETED BY PERSON SIGNING THE CONTRACT

I, Merville Aubrey Bredeman, the person signing the above contract on behalf of the Lessee in his/her capacity as Act. Municipal Manager of the Lessee, hereby certify warrant and agree that:

- I have been duly authorised to sign the document on behalf of the Lessee.
- I have been afforded sufficient opportunity to read the contents of the above contract, and have read it.
- No representation has been made to me by the Lessor or any of its representatives or agents as to the meaning of the contents of the contract or any variations therefrom.

This Rental Agreement is executed at SPRINGBOK on this 30 day of MAY 2008

On behalf of Lessee
 Signature : (Handwritten Signature)
 Name : NA. BARTMAN
 Witness 1 : (Handwritten Signature)

NAMAKHOI MUNI. AFD.
 ADMIN. AFD.
 Company Stamp
 30 MAY 2008
J.C. VICTOR

On behalf of Lessor
 Signature : (Handwritten Signature)
 Name : CJJ BASSON
 Witness 2 : W. Wollee

1. RENTAL AGREEMENT

1.1 The Lessor hereby lets the Goods to the Lessee who hires the same at the rental and subject to the terms and conditions set out herein.
1.2 If, at the time of the signing of this contract, the Lessee is already in possession of the Goods, such equipment will constitute the Goods, being the subject matter of this contract. If the Goods are to be delivered after the signing hereof, the Lessor shall be entitled to select the specific equipment (conforming to the description of the Goods as specified in the Definition (Schedule)) out of its stock and deliver same to the Lessee, thereby identifying the equipment that will constitute the Goods.

1.3 If for any reason whatsoever after the delivery of the Goods, the parties agree to substitute the Goods with another item, such substituted goods will, from the date of delivery thereof, constitute the Goods. The non-variation provisions of clause 10 hereof will not apply to the conclusion of such oral agreement but will only be deemed to have been entered into when the substituted Goods are in fact delivered to the Lessee and this contract will thereafter be deemed to have been amended only in respect of the subject matter of this contract.

2. DURATION

2.1 The initial period of hire shall, irrespective of the date of signature of this contract, commence on the Commencement Date and shall, after the initial Period of Hire, continue indefinitely, unless written notice of termination is given by any party at least ninety (90) days prior to the expiry of the initial Period of Hire. After the initial Period of Hire, the contract may be terminated by any party on the anniversary date of the Commencement Date, on condition that ninety (90) days prior written notice of such termination is given.

2.2 After the signing of this contract by the Lessee, it shall not be entitled to withdraw therefrom before the date of acceptance hereof by the Lessor.

3. RENTALS AND PAYMENTS

3.1 The first rental shall be paid on or before the Commencement Date.
3.2 All subsequent rentals shall be payable on or before the first day of each following month and shall, unless the Lessor or assignatory advises the Lessee to the contrary in writing, be payable by means of a debit order.
3.3 All payments in terms of this contract, shall be made free of bank or other charges at the Lessor's address or at such other place as the Lessor or assignatory may direct in writing.

3.4 The Lessee shall not be entitled to withhold payment of any rentals for any reason whatsoever and neither shall the Lessee be entitled to claim any remission of rental, save and except in the event of the non-delivery of the Goods to the Lessee.

4. OWNERSHIP

4.1 Ownership in and to the Goods shall at all times remain vested in the Lessor or his assignatory. The Lessee, or any other person on his behalf shall not at any time during or after the expiry of this contract obtain any rights of ownership in the Goods or to retain the right of use or enjoyment of the Goods or to retain possession thereof.

4.2 The Lessee shall at the termination of this contract for whatever reason, return the Goods at his own expense to the Lessor in good repair and condition and in proper working order, fair wear and tear excepted. If the Goods are damaged or not in good repair and working condition the Lessor may reinstate the Goods in such good order and working condition and the costs thereof shall be paid by the Lessee on demand.

5. USE OF GOODS

5.1 The Lessee undertakes that it shall:
5.2 Use the Goods only for the purposes and in the manner for which it is intended to be used.

5.3 Keep the Goods free from the claims of other parties or from attachment and shall not alienate, assign or charge the Goods or any part thereof with any encumbrance or allow any lien to arise thereon or affix the Goods to any other property with the intention of or in such a manner that the Goods become affixed thereto.

5.4 Allow the Lessor or its agent reasonable facilities for the inspection and/or reparation of the Goods.

5.5 Keep the Goods in its custody and under its control at the premises mentioned in the Definition-Schedule and shall obtain the Lessor's written consent for the removal thereof to other premises. The Lessee shall regularly pay the rental of the premises where the Goods are kept and shall comply with all statutes, regulations or other contractual obligations, pertaining to its occupation of the premises.

5.6 Not use the Goods in contravention of any statute, regulation or any law and shall strictly adhere, to the Lessor's or the manufacturer's instructions as to the use and servicing of the Goods, and shall only use such consumables as are approved by the Lessor.

6. LOSS OR DAMAGES

6.1 The Lessor shall not be liable to the Lessee or any other person for any loss or damage (whether consequential or not) caused by any defect in or which may arise from the use of the Goods.

7. CONDITION OF GOODS

7.1 The Lessee undertakes to examine the Goods or cause same to be examined on or before delivery thereof and the Goods shall irrefutably be deemed to have been delivered in good condition and working order if the Lessee has not, in writing within three (3) days after the date of delivery advised the Lessor to the contrary.

7.2 The parties agree that no warranty as to the condition, quality or model of the Goods or as to the fitness of the Goods for any purpose had been given either expressly, tacitly or impliedly and any implied warranty is hereby expressly excluded.

8. RISK

8.1 The risk of loss, damage or destruction to the Goods shall pass to the Lessee on delivery thereof by the Lessor to the Lessee.

8.2 The Lessee shall comprehensively insure the Goods at its own costs against all risk and maintain such insurance policy for the duration of this contract. The Lessee hereby cedes, insuranciatum debiti, all its right, title and interest in and to such policy for the due compliance with all its obligations in terms thereof and in the event of the Lessee failing to take out such policy or pay the premiums in respect thereof, the Lessor shall be entitled, but not obliged to take out such policy or to pay the premiums on behalf of the Lessee, as the case may be. Any disbursements aforesaid will be repayable by the Lessee on demand. The Lessor shall at its discretion and in the event of the destruction or loss of the Goods be entitled to replace the Goods with similar Goods out of the proceeds of the insurance policy or to terminate this contract and to retain the proceeds as payment of its damages, or part thereof.

9. CESSION

9.1 The Lessor shall be entitled to cede and transfer all or some of its rights in terms of this contract, including the right of ownership in and to the Goods and the Lessee hereby agrees that in the event of such cession:

9.1.1 it will hold the Goods on behalf of and in accordance with the instructions and directions of such assignatory in place of the Lessor, and
9.1.2 it will continue making all payments due in terms hereof to the Lessor unless it has been instructed otherwise in writing.

9.2 The Lessee shall not be entitled to or have the right to cede or to delegate its rights and obligations in terms of this contract.

9.3 In the event of such cession, all obligations of the Lessor in terms hereof, shall notwithstanding such cession, be discharged by the Lessor and the Lessee will not acquire any right or claim in respect of any such obligation against such assignatory.

10. INTEREST

10.1 If any amount due to the Lessor is not paid timely in terms of this contract irrespective of whether such amount arises from arrear rentals or disbursements on behalf of the Lessee or from other expenses incurred by the Lessor in connection with this contract as a result of the non-compliance of the Lessee with its obligations, the Lessor shall be entitled, without prejudice to any other rights that it may have, to charge interest on any such arrear or unpaid amount at the rate equal to five percent (5%) above the prime rate of interest charged by the Bankers of the Lessor on overdraft accounts. Such interest will be calculated on the amount unpaid or disbursed from the date it became due until the date of actual payment thereof and shall be calculated and capitalised monthly in advance.

11. ESCALATION

11.1 The rental shall annually, on the anniversary of the Commencement Date, escalate by an amount equal to four and a half percent (4.5%) of the rental payable at the end of the preceding year.

12. VARIATION IN RENTALS

12.1 Should the variable option be selected:
12.1.1 For all purposes of this agreement "prime" shall mean the publicly quoted basic rate of interest per annum at which Lessee's Bankers will lend on overdrafts as certified by a manager of the said Bankers, whose appointment shall not be necessary to prove.

12.2 The rentals payable in terms of this agreement and the schedules are based on prime. Should prime increase during the term of this agreement, the Lessor shall with effect from date of such increase adjust the rentals payable in terms of this agreement by such amounts as would give the Lessor the same return in relation to prime. This adjustment is in addition to the annual increase of the rentals as stipulated in the schedules/agreement.

13. DOMICILIUM CITANDI ET EXECUTANDI

13.1 The parties choose as their domicilia citandi et executandi for all purposes under this contract, whether in respect of court process, notices or other documents or communications of whatsoever nature, the respective addresses stated in the Definition Schedule above.

13.2 Any party may by notice to the other party change its domicilium citandi et executandi to another physical address and/or telefax number, in the Republic of South Africa, provided that such change shall become effective only on the 7th day after receipt of the notice.

13.3 Any notice to a party contained in a correctly addressed envelope and 13.3.1 sent by prepaid registered post from any Post Office in the Republic of South Africa to any other party to its postal address or physical address as set out in the Definition Schedule above, shall be deemed to have been received by such party on the 5th day after the posting thereof;

13.3.2 delivered by hand to a responsible person during the ordinary business hours at its physical address as set out in the Definition Schedule above, shall be deemed to have been received by such party on the day of delivery thereof;

13.3.3 transmitted by fax to the telefax number as set out in the Definition Schedule above shall be deemed to have been received by the addressee on the day after the transmission thereof.

13.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at the chosen domicilium citandi et executandi.

13.5 The Lessee undertakes and shall be obliged whether it gives notice under this clause or not, to advise the Lessor of any change of its particulars in the Definition Schedule above.

14. BREACH

14.1 Should the Lessee fail to comply with any of its obligations arising from this contract, or commit any act of insolvency or die or attempt to compromise with any of its creditors, or have made any incorrect or untrue statement in connection herewith or do or cause to be done anything which may prejudice the Lessor's right under this contract, or allow any judgement against it to remain unsatisfied for a period of fourteen (14) days after it came to its notice or be subject to judicial management, or should the Goods be seized under a legal process issued against the Lessee, the Lessor shall have the right without prejudice to any other right which it may have at law to cancel this contract without any prior notice to the Lessee in which event the Lessee shall pay to the Lessor on demand any arrear rentals due on the date of cancellation, plus the expenses incurred by the Lessor set out herei plus liquidated damages, amounting to the aggregate of all rentals which would but for such termination, have been payable for the unexpired period of this contract, or

14.2 without terminating this contract, to treat as immediately due and payable all rentals which would otherwise have become due and payable in terms of this contract over the then unexpired period of this contract, and to claim and recover from the Lessee, forthwith the aggregate amount of such rentals as well as all rentals and other sums then in arrears in terms of this contract. The Lessor shall, pending payment of all those amounts, be entitled to be in possession of the Goods and to retain possession thereof until full payment by the Lessee whereupon the Goods will be returned to the Lessee and Lessee shall not be entitled to any rebate of rentals or other amount by reason of its loss of possession and enjoyment. This risk in the Goods shall however remain with the Lessee during the period of possession by the Lessor in term hereof.

15. CERTIFICATE

15.1 The amount of the Lessee's indebtedness to the Lessor at any time, the interest rates from time to time and any other factor relating to the termination of such indebtedness as well as the due date for payment of such amount may at the option of the Lessor be proved by a certificate signed by a manager of the Lessor. It shall not be necessary to prove the appointer and authority of the person signing such certificate. Such certificate shall be binding on the Lessee as prima facie proof of the facts contained therein and shall by agreement constitute a valid liquid document against the Lessee in any competent court for the purpose of obtaining provisional sentence or summary judgment against the Lessee.

16. CONSENT TO JURISDICTION

16.1 The Lessee hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any action by the Lessor arising from this contract or the cancellation thereof. This consent does not oust the jurisdiction of any other competent court and the Lessor shall be entitled in its discretion to institute action against the Lessee in any court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the event of the cancellation of this contract.

17. APPROPRIATION OF PAYMENTS

17.1 All monies paid by the Lessee to the Lessor shall be applied in the first place to the payment of any additional amounts payable by the Lessee to the Lessor and the balance shall be applied to the payment of rental. The Lessor may, notwithstanding the above, in its own discretion and without notice to the Lessee apply any monies received by it from the Lessee in payment of or other amount due by the Lessee to the Lessor whether in respect of good sold, services rendered, monies advanced on any debt whatsoever. The Lessee shall forthwith and on demand settle any shortfall in the amount due in terms of this contract which may arise in this manner.

18. WAIVER

18.1 No indulgence, latitude, extension of time or omission by the Lessor shall constitute a waiver by the Lessor of any of its rights under this contract and shall not amount, in an appropriate instance, to a condonation by the Lessor of any act or omission on the part of the Lessee and such conduct shall not in any circumstances whatsoever, give rise to a defence of estoppel. The acceptance by the Lessor of any payment by the Lessee after the cancellation of this contract shall not be deemed to be a waiver of the Lessor's rights in a novation hereof.

19. VARIATION

19.1 The parties agree that this contract is the entire agreement between them. No variation hereof, the waiver of any right, the release from any obligation or consensual cancellation hereof shall be of any force or effect unless reduced to writing and signed by the parties.

20. WARRANTY

20.1 The Lessee hereby warrants that the rental payments will be wholly or partially deductible from the income of the Lessee under Part 1 of Chapter II of the Income Tax Act, 1962, as amended, or any subsequent Act.

21. VALUE-ADDED TAX

21.1 The Lessee shall be liable for and shall pay the amount of Value-Added Tax payable from time to time in respect of this contract, or any other form of tax that may be imposed and be payable in place of such Value-Added Tax, in addition thereto.

22. COSTS

22.1 The Lessee shall on demand pay all expenses actually incurred by the Lessor either on behalf of the Lessee or as a result of the Lessee's non-compliance with any provision of this contract, including tracing costs, all legal costs calculated on the scale as between attorney and his own client on the writ basis, collection commission, costs of valuation, dismantling, removal or storage of the Goods and all other expenses incurred by taking possession of the Goods.

NASHUA NOORDWESTE

VREDENDAL
Posbus 519
Vredendal 8160
Tel. (027) 2132073
Faks. (027) 2132792
Admin Faks. (027) 2135495

SPRINGBOK
Posbus 673
Springbok 8240
Tel. (027) 7121873
Faks. (027) 7123718

NASHUA

ADDENDUM NO. 1 TO THE MAIN AGREEMENT OF HIRE
ENTERED INTO BETWEEN TELE- NOVA CC T/A NASHUA NOORDWESTE
REG.NO.1996/037543/23
AND NAMA KHOI MUNISIPALITEIT

DATE 30-05-2008

THE UNDERLISTED EQUIPMENT SHALL BE INSTALLED AT THE LOCATION(S) SPECIFIED
IN TERMS OF THE MAIN AGREEMENT OF HIRE. THE INITIAL PERIOD OF HIRE SHALL BE
.....60..... MONTHS AND SHALL COMMENCE ON THE FIRST DAY OF July 2008

DESCRIPTION OF GOODS	TERMS	RENTAL	SERIAL NUMBER	VAT	TOTAL
MP161SPFCH	60 Months	895.00	M10188508543	125.30	1020.30
MP161SPFCH	60 Months	895.00	M10188603899	125.30	1020.30
MP161SPFCH	60 Months	895.00	M10188603822	125.30	1020.30
MP161SPFCH	60 Months	895.00	M10188603866	125.30	1020.30
MP161SPFCH	60 Months	895.00	M10188603902	125.30	1020.30
MPC2000AD	60 Months	2895.00	M5088802211	405.30	3300.30
MP2550CSPFR	60 Months	2450.00	M6583801272	343.00	2793.00
MP4000CSPUK	60 Months	3450.00	M5582600250	483.00	3933.00
MP1600SPFRA	60 Months	1245.00	L6886161250	174.30	1419.30

SIGNED at VREDENDAL On the 25th day of JUNE 20 08
in the presence of the undersigned witness.

AS WITNESS:

U. Wöller

For and on behalf of Tele - Nova cc t/a
NASHUA NOORDWESTE

SIGNED at SPRINGBOK On the 30th day of MAY 20 08
in the presence of the undersigned witness.

AS WITNESS:

[Signature]

For and on behalf of the CUSTOMER

[Signature]

30 MAY 2008

Stamp: NAMA KHOI MUNISP. ADMIN. AFD.

Stamp: 30 MAY 2008

Stamp: For and on behalf of the CUSTOMER