

Billing Address:
Attention: Accounts Payable Menlyn Corporate Park, Block B 175 Corobay Avenue Corner Garsfontein and Corobay Streets Waterkloof Glen ext.11 , PRETORIA 0181

Delivery Address:
Menlyn Corporate Park Block B 175 Corobay Avenue Cnr Garsfontein and Corobay Waterkloof Glen ext11 Pretoria

PURCHASE ORDER

Order Number:	55282
Order Date:	2023-02-09
Supplier Ref. No.:	Daphney
Delivery Date:	2023-02-09
Our Contact:	Nzuza Precious 0123698000
Fax No:	0123698000

Vendor Name:	LAWTONS SA
Vendor Code:	V-EVE001
Telephone:	-
Contact Person:	LAVERY MODISE
E-mail Address:	laverym@rmlaw.co.za
Address:	

Line No.	Item Description	Warehouse	Goal	Project	Quantity	Unit Cost	Line Total
1	Lawtons Africa - IN10-108269 - LEGAL OPINION	OPS-SSPO	Enablers		1.00	25875.00	25875.00

Total Order Amount (VAT INCLUSIVE)

R 25 875.00

Speacial Message :

Payment for Lawtons Africa - IN10-108269 - LEGAL OPINION R25 875.00.

Terms and Conditions :

This order is subject to the GENERAL CONDITIONS OF CONTRACT available on our website or on request from our Supply Chain Management unit. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. Payment will be made in Rand unless otherwise stipulated in SCC.

Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part if (a) the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

Please quote order number in all correspondence

Official Stamp

Authorised Signatory _____

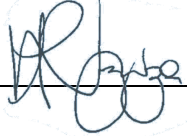
Supply Chain Management Process Compliance Checklist



RECOMMENDED BIDDER: LAWTONS AFRICA

DESCRIPTION OF REQUIREMENTS: PAYMENT FOR LAWTONS AFRICA - IN10-108269 - LEGAL OPINION R25 875.00.

PO NUMBER: 55282

Supporting Documents	Yes/No/ Not Applicable	Comments
Purchase Requisition Approved	YES	
RFQ Invitation Issued	YES	
Attendance Register for Compulsory Briefing Session	N/A	
Minimum of Three Valid Written Quotations/Memo	N/A	Panel of Legal services
Price and BEE Points Comparative Schedule	YES	
Bidder Verified on CSD-Attach Verification Printout	YES	
Valid BEE Certificate/ Auditors Letter/CSD verification	YES	
National Treasury Blacklisting Confirmation	YES	
SBD 4 Declaration of Interest	N/A	
SBD 6.1 Preference Points Claim Form	N/A	
SBD 6.2 Local Production and Content	N/A	
Compiled By:	Reviewed By:	Approved By:
Buyer: Precious Nzuza	Senior Buyer: Nokulunga Neti	Senior Manager: SCM Lulama Qupe
		
09 Febraury 2023		

FINANCE SECTION

Purchase Requisition	
RFQs	
GL/Aging	
Quotation	
Signed off Invoice confirming goods delivery /service rendered	
Statement	
Documentation in the payment pack stamped PAID	
Accounts Payable Processing Official:	
Signature & Date:	

RFQ REPORT

CLUSTER	OC00				
REQUISITION NUMBER	101036				
PURCHASE ORDER	55282				
DESCRIPTION OF GOODS/SERVICES	PAYMENT FOR LAWTONS AFRICA - IN10-108269 - LEGAL OPINION R25 875.00.				
PART A : SCM PROCESS					
Date requisition received from Client	09-Feb-23				
Date RFQ issued	09-Feb-23				
Closing date	09-Feb-23				
Number of suppliers RFQ issued to:	N/A(SLA)				
Number of responses received	N/A(SLA)				
Late Submissions	NONE				
PART B : SUPPORTING DOCUMENTS					
	LAWTONS AFRICA				
Pricing	25 875.00				
Supplier Registered on CSD	YES				
Specification in line with Quotation	YES				
SBD 4	N/A				
SBD 6.1	N/A				
SBD 6.2 (where applicable)	N/A				
	Qualified				
Recommended service provider	LAWTONS AFRICA	25 875.00			

Compiled by: Buyer

Checked by: Senior Officer

Approved by : Senior SCM Manager

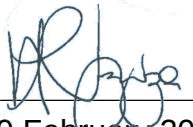
Approved by CFO (quotes above
R100 000.

P Nzuzi

N Neti

L Qupe

T Mthethwa

Signature: 
Date: 09 February 2023

Signature: _____
Date: _____

Signature: _____
Date: _____

Signature: _____
Date: _____

Request for Quotation

RFQ Number : 101036

Supplier Details :	
Attention : LAWTONS SA	Email : laverym@rmlaw.co.za
Fax : 011 286 6901	Date : 2023-02-09
Phone : (011) 2866900	
Comments :	
Payment for Lawtons Africa - IN10-108269 - LEGAL OPINION R25 875.00.	
Item Description	Quantity
Lawtons Africa - IN10-108269 - LEGAL OPINION	1

Please note :

1. Quotation should reach us no later than : **2023-02-09**
2. Quotation should be valid for at least 30 days.
3. Is the offer strictly according to specifications? Yes/No
4. If not to specification, state deviation(s).
5. Please indicate your delivery period:
6. All the Standard Bidding Documents (SBD) forms must be completed in full and returned with the quotation.
7. Please indicate a valid Central Supplier Database (CSD) registration number on your quotation. Tax status will be verified on CSD.
8. All prices must be VAT inclusive, if no indication is given, prices will be evaluated as inclusive.
9. No quotations received after closing time and date will be accepted without prior arrangement with the sender of this request.
10. It is the responsibility of the vendor to verify the receipt of any quotations forwarded to this office.
11. If you are unable to quote, please respond to the sender and state the reason/s for not quoting.
12. This quotation is subject to the general conditions of contract, as well as any special conditions stated in the specifications.
13. Requests relating to procurement of goods for designated sectors, the quotations shall be evaluated in relation with the minimum thresholds for local production and content prescribed per sector:

a) Textiles, Clothing, Leather and Footwear: 100 % b) Office Furniture: 85 % , breakdown per table below:

#	Description	Local Content	#	Description	Local Content
1	Melamine office desk with drawers	70%	6	Side upholstered chair - sleigh base with arms	70%
2	Office desk (drawers) with timber top on steel frame	90%	7	Side upholstered chair with arms on 5 star base	65%
3	Office desk (drawers) with supawood (MDF) top on steel frame	90%	8	Steel stationery cupboard	100%
4	Melamine/Paper foil office desk with drawers	70%	9	Steel drawer(s) filing cabinet	100%
5	Stacker upholstered chair-4 legged without arms	100%	10	Wood stationery cupboard	100%
			11	Wood drawer(s) filing cabinet	100%

14. For bids of above R30 000 to R50 million , SALGA evaluates these in terms of the 80/20 adjudication criteria where :

a) Price: 80 b) BBBEE Level of contribution: 20 TOTAL: 100

15. For bids of above R50 million , SALGA evaluates these in terms of the 90/10 adjudication criteria where :

a) Price: 90 b) BBBEE Level of contribution: 10 TOTAL: 100



140 West Street, Sandton, Johannesburg, 2196
P O Box 78333 Sandton City 2146
DX 7 Sandton Square

T: +27 11 286 6900 F: +27 11 286 6901
lawtonsafrica.com

TAX INVOICE

SOUTH AFRICAN LOCAL GOVERNMENT
ASSOCIATION
P O BOX 2094
TSHWANE
0001

Invoice Date: 31 March 2022
Invoice Number: IN10-108269
Matter Number: 11731-00031
Billing Timekeeper: SJ Thema

Client: SALGA
Your VAT Reg:
Matter: LEGAL OPINION
Your Ref: Mr Lance Joel

Currency: ZAR

Taxable Costs	22,500.00
VAT @ 15.00%	3,375.00

Total Amount Due	R25,875.00
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Our banking details have not changed.

Kindly return the attached copy of this invoice with your remittance
This account is payable on presentation.

LAWTONS Inc. Registration #1992/006150/21; VAT registration #4430134611

TRUST ACCOUNT DETAILS:

Bank: ABSA
Branch Name: Sandton City
Branch Code: 331 155
Account No: 712 330 872
Swift Number: ABSA ZA JJ
Deposit Ref: **Please Reference Invoice Number**

Client: SALGA
Matter: LEGAL OPINION

Invoice Date: 31 March 2022
Invoice Number: IN10-108269
Matter Number: 11731-00031

Cost Detail

<u>Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
20/01/2022	ADV P M KENNEDY SC - INVOICE 4806	1.00	22,500.00
Total			R22,500.00

Year-to-Date

	<u>This Invoice</u>	<u>Year-to-Date</u>
Fees	R0.00	R0.00
Costs	R22,500.00	R22,500.00
Charges/Tax	R3,375.00	R3,375.00
Total	R25,875.00	R25,875.00



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TAX INVOICE

SOUTH AFRICAN LOCAL GOVERNMENT
ASSOCIATION
P O BOX 2094
TSHWANE
0001

Invoice Date: 31 March 2022
Invoice Number: IN10-108269
Matter Number: 11731-00031
Billing Timekeeper: SJ Thema

REMITTANCE COPY

LEGAL OPINION

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Balance Due</u>
<u>Current Invoice</u>		
31/03/2022	IN10-108269	R25,875.00
Balance Due		<u>R25,875.00</u>

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J' followed by a flourish.

Our banking details have not changed.

Kindly return the attached copy of this invoice with your remittance
This account is payable on presentation.

LAWTONS Inc. Registration #1992/006150/21; VAT registration #4430134611

TRUST ACCOUNT DETAILS:

Bank: ABSA
Branch Name: Sandton City
Branch Code: 331 155
Account No: 712 330 872
Swift Number: ABSA ZA JJ
Deposit Ref: **Please Reference Invoice Number**



CSD REGISTRATION REPORT

SUPPLIER IDENTIFICATION

Supplier number	MAAA0017069	Have Bank Account	Yes
Is supplier active?	Yes	Total annual turnover	More than R50 million
Allow associates?	Yes	Financial year start date	01 Apr 2016 00:00:00:000
Supplier type	CIPC Company	Registration date	22 Oct 1992 00:00:00:000
Supplier sub-type	Personal Liability Company (Inc)	Created by	janine.barnes@lawtonsafrica.com
Legal name	LAWTONS	Created date	22 Dec 2015 09:24:42:000
Trading name	Lawtons Africa	Edit by	janine.barnes@lawtonsafrica.com
Identification type	South African Company/Close Corporation Registration Number	Edit date	25 Jan 2023 16:17:33:010
Government breakdown	Personal Liability Companies (Inc)	Restricted Supplier	No
Business status	In Business	Restricted Director	No
Country of origin	South Africa	Government Employee	No
South African company/CC registration number	1992/006150/21		

SUPPLIER INDUSTRY CLASSIFICATION INFORMATION

INDUSTRY CLASSIFICATION 1

Main group	Professional, scientific and technical activities	Core industry	Legal and accounting activities
Division	Legal and accounting activities	% share of annual turnover	100.00

SUPPLIER CONTACT INFORMATION

CONTACT 1

Contact type	Administration	Cellphone number	0837028214
Is this your preferred Contact?	No	Do you want this contact to also be a CSD user ?	Yes
Name(s)	May-Elaine	Created by	janine.barnes@lawtonsafrica.com
Surname	Thomson	Created date	22 Dec 2015 08:56:01:000
Identification type	South African Identification Number	Edit by	janine.barnes@lawtonsafrica.com
Prefer communication via email	Yes	Edit date	15 Aug 2020 09:09:34:340





CSD REGISTRATION REPORT

Email address info.johannesburg@hoganlovells.co
m

CONTACT 2

Contact type	Bid Office	Telephone number	011 286 6900
Is this your preferred Contact?	No	Cellphone number	078 542 0034
Name(s)	Siphiwe Vincent	Fax number	011 286 6901
Surname	Kubheka	Website address	www.lawtonsafrica.com
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	No
Prefer communication via email	Yes	Created by	janine.barnes@lawtonsafrica.com
Email address	siphiwe.kubheka@lawtonsafrica.co m	Created date	15 Aug 2020 09:09:34:310
		Edit by	csd.datafix@treasury.gov.za
		Edit date	15 Aug 2020 09:09:34:310

CONTACT 3

Contact type	Administration	Telephone number	011 286 6944
Is this your preferred Contact?	No	Cellphone number	083 561 5313
Name(s)	Janine	Fax number	011 286 6901
Surname	Barnes	Website address	www.lawtonsafrica.com
Identification type	South African Identification Number	Do you want this contact to also be a CSD user ?	No
Prefer communication via email	Yes	Created by	janine.barnes@lawtonsafrica.com
Email address	janine.barnes@lawtonsafrica.com	Created date	15 Aug 2020 09:09:34:327
		Edit by	csd.datafix@treasury.gov.za
		Edit date	15 Aug 2020 09:09:34:327

CONTACT 4

Contact type	Administration	Telephone number	011 286 6900
Is this your preferred Contact?	No	Cellphone number	076 247 7000
Name(s)	Ernest	Fax number	011 286 6901
Surname	Makgetlaneng	Do you want this contact to also be a CSD user ?	Yes
Identification type	South African Identification Number	Created by	janine.barnes@lawtonsafrica.com





CSD REGISTRATION REPORT

Prefer communication via email

Yes

Email address

ernest.makgetlaneng@lawtonsafrica.com

Created date

15 Aug 2020 09:09:34:327

Edit by

csd.datafix@treasury.gov.za

Edit date

15 Aug 2020 09:46:56:340

CONTACT 5

Contact type

Administration

Is this your preferred Contact?

No

Name(s)

Setshepi J

Surname

Thema

Identification type

South African Identification Number

Prefer communication via email

Yes

Email address

info@lawtonsafrica.com

Telephone number

011 286 6900

Cellphone number

082 584 7459

Website address

www.lawtonsafrica.com

Do you want this contact to also be a CSD user ?

No

Created by

janine.barnes@lawtonsafrica.com

Created date

15 Aug 2020 09:46:56:310

Edit by

janine.barnes@lawtonsafrica.com

Edit date

10 Feb 2022 11:05:23:220

CONTACT 6

Contact type

Bid Office

Is this your preferred Contact?

No

Name(s)

Tebogo

Surname

Masoga

Identification type

South African Identification Number

Prefer communication via email

Yes

Email address

tebogo.masoga@lawtonsafrica.com

Telephone number

011 775 6345

Cellphone number

063 172 8351

Website address

www.lawtonsafrica.com

Do you want this contact to also be a CSD user ?

No

Created by

janine.barnes@lawtonsafrica.com

Created date

11 Aug 2021 09:05:11:053

Edit by

emakgetlaneng@coxyeats.co.za

Edit date

12 Aug 2022 09:56:11:890

CONTACT 7

Contact type

Bid Office

Is this your preferred Contact?

No

Name(s)

Ernest

Surname

Makgetlaneng

Identification type

South African Identification Number

Do you want this contact to also be a CSD user ?

No

Created by

welhelmina.modisakeng@treasury.gov.za

Created date

10 Feb 2022 11:05:23:080

Edit by

csd.datafix@treasury.gov.za

Edit date

26 Aug 2022 09:15:39:517





CSD REGISTRATION REPORT

Prefer communication via email	Yes
Email address	emakgetlaneng@coxyeats.co.za
Cellphone number	073 202 4798

CONTACT 8

Contact type	Bid Office	Do you want this contact to also be a CSD user ?	Yes
Is this your preferred Contact?	Yes	Created by	welhelmina.modisakeng@treasury.gov.za
Name(s)	SJ	Created date	26 Aug 2022 09:15:26:863
Surname	Thema	Edit by	csd.datafix@treasury.gov.za
Identification type	South African Identification Number	Edit date	26 Aug 2022 09:15:26:863
Prefer communication via email	Yes		
Email address	info@lawtonsafrica.com		
Cellphone number	072 713 7589		

SUPPLIER ADDRESS INFORMATION

ADDRESS 1

Is this a preferred address?	Yes	Postal code	2196
Address line 1	140 West Street	Ward Number	91
Address line 2	Sandton	Country	South Africa
Suburb	Sandown	This address S/A delivery	Yes
Province	Gauteng	This address S/A payment	Yes
Municipality	City of Johannesburg	Created by	janine.barnes@lawtonsafrica.com
City	Sandton	Created date	22 Dec 2015 09:24:42:820
		Edit by	janine.barnes@lawtonsafrica.com
		Edit date	15 Aug 2020 09:09:34:230

ADDRESS 2

Is this a preferred address?	No	Ward Number	91
Address line 1	P.O. Box 78333	Country	South Africa
Address line 2	Sandton City	Created by	janine.barnes@lawtonsafrica.com
Suburb	Sandown	Created date	22 Dec 2015 09:24:42:883





CSD REGISTRATION REPORT

Province	Gauteng	Edit by	janine.barnes@lawtonsafrica.com
Municipality	City of Johannesburg	Edit date	15 Aug 2020 09:09:34:230
City	Sandton		
Postal code	2146		

SUPPLIER BANK ACCOUNT

BANK ACCOUNT 1			
Account type	Current Accounts	Created date	28 Nov 2019 17:58:44:000
Bank	ABSA BANK LIMITED	Edit by	csd.safetynetbatchdownload@treasury.gov.za
Branch number	631005	Edit date	18 Aug 2020 07:00:03:223
Branch name	SANDTON 8055	Bank Verification Status	Verification Succeeded
Account number	712330872	Foreign Bank Account	No
Account holder	LAWTONS INC.	Is the identifier linked at the bank	Yes
Is this a preferred account?	Yes	Is this a Shared Funding Account	No
Active start date	28 Nov 2019 17:58:44:000	Funding Partner(s)	
Created by	janine.barnes@lawtonsafrica.com		

TAX INFORMATION

Income tax number	9523284843	Would you like to receive notifications?	Yes
VAT number	4430134611	Overall Tax Status	Tax Compliant
Is this supplier a VAT vendor?	Yes	Created by	janine.barnes@lawtonsafrica.com
PAYE number	7340721747	Created date	22 Dec 2015 09:24:42:000
Are you Registered with SARS?	Yes	Edit by	csd.reverifybatch@treasury.gov.za
Last validation date	09 Feb 2023 18:03:00:000	Edit date	13 Apr 2022 14:14:31:000

B-BEEE INFORMATION

B-BBEE verification regulator	Verification agency accredited by SANAS	SANAS accredited agency	EMPOWERLOGIC (PTY) LTD
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CSD REGISTRATION REPORT

Sector charter	Other	% Owned by black people	38.46
Subsector charter	NOT APPLICABLE	% Owned by black people who are women	15.38
B-BBEE certificate number	ELC11117RGENBB	% Owned by black people who are youth	15.38
B-BBEE certificate issue date	11 Jul 2022 00:00:00:000	% Owned by black people with disabilities	0.00
B-BBEE certificate issue expiry date	10 Jul 2023 00:00:00:000	% Owned by black who are unemployed	0.00
B-BBEE status level of contributor	Level 1 Contributor	% Owned by black people who are military veteran	0.00
B-BBEE procurement recognition	135%	% Owned by black people living in rural or underdeveloped areas	0.00
Value adding supplier or empowering supplier	Yes	Verification Status	Manual Verification Required
Skills Development Score	20.96	Created by	janine.barnes@lawtonsafrika.com
Socio-Economic Development Score	5.00	Created date	29 Aug 2016 12:38:07:597
Management Control Score	7.31	Edit by	info@lawtonsafrika.com
Ownership Score	25.00	Edit date	02 Sep 2022 11:57:52:633
Enterprise Supplier Development Score	15.00	Status	Active
Total Score	73.27		



CSD REGISTRATION REPORT

OWNERSHIP INFORMATION

Owner s name and surname Legal name	Owner s Identification number	RSA Citizen	Ethnic group	Gender	Ownership %	Youth	Disabled	Military	Rural	Township
DIMITRA KOUVELAKIS	7801100167083	Yes	White	Female	7.69%	No	No	No		
SETSHEPHI JEHIEL THEMA	7103015337087	Yes	Black African	Male	7.70%	No	No	No		
VERONICA HELEN VURGARELLIS	7307050115080	Yes	White	Female	7.70%	No	No	No		
PENELOPE ANNE MC NAMARA	7807160036084	Yes	White	Female	7.69%	No	No	No		
JEFFREY LAWTON BUCKLAND	6405115064086	Yes	White	Male	7.70%	No	No	No		
NKONZO ABEDNEGO HLATSHWAYO	6208015235081	Yes	Black African	Male	7.69%	No	No	No		
MELISSA SALLIS	8306100160087	Yes	White	Female	7.69%	No	No	No		
RIETTE ENGELS-VAN ZYL	8108070118081	Yes	White	Female	7.69%	No	No	No		
GUGULETHU PURRIFINE MTHALANE	8309220416082	Yes	Black African	Female	7.69%	No	No	No		
PHUTI DANIES MASHALANE	9202015815080	Yes	Black African	Male	7.69%	Yes	No	No		
YAGASHEN PILLAY	8310165040085	Yes	Indian	Male	7.69%	No	No	No		
PIETER JACOBUS DE BEER	8102105075085	Yes	White	Male	7.69%	No	No	No		
NDUMISO INNOCENT ZWANE	8504075311087	Yes	Black African	Male	7.69%	No	No	No		
Total					100.00%					

OUTCOMES AGAINST PREFERENTIAL PROCUREMENT CRITERIA BASED ON OWNERSHIP

Enterprise type	GEN
B-BBEE status level of contributor	Level 1 Contributor
Owned by black people	46.15%
Owned by black people who are youth	7.69%
Owned by black people who are women	7.69%
Owned by black people with disabilities	0.00%
Owned by black people who are military veteran	0.00%





CSD REGISTRATION REPORT

Owned by black people living in rural or underdeveloped areas

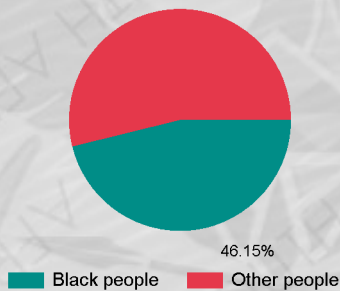
0.00%

Owned by black people living in townships

0.00%

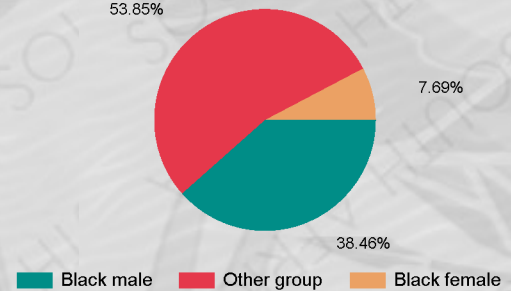
People % Ownership

53.85%



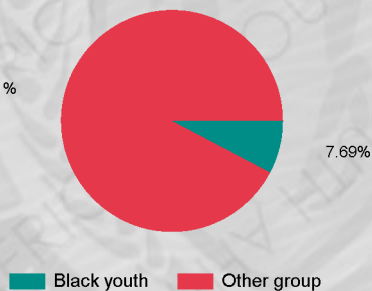
Gender % Ownership

53.85%



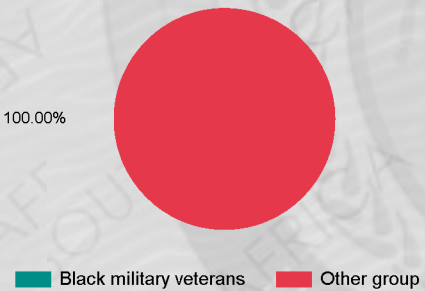
Youth % Ownership

92.31%



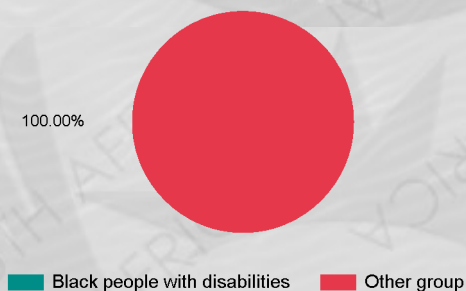
Military veteran % Ownership

100.00%



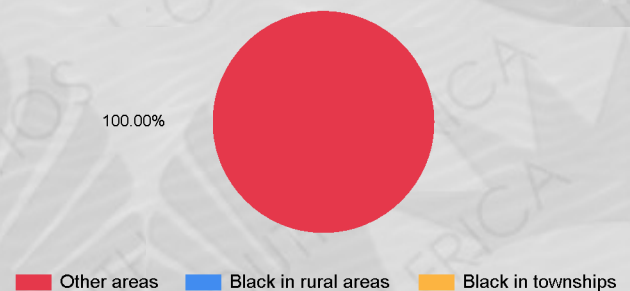
Disabled % Ownership

100.00%



Living area % Ownership

100.00%



DIRECTORS/MEMBERS/OWNERS INFORMATION



CSD REGISTRATION REPORT

DIRECTOR/MEMBER 1

Director type	Director,Owner	Owner youth	No
Director status	Active	Owner person with disabilities	No
Name(s)	DIMITRA	Owner military veteran	No
Surname	KOUVELAKIS	Created by	csd.reverifibatch@treasury.gov.za
Country	South Africa	Created date	17 May 2018 11:20:46:000
Identification type	South African Identification Number	Edit by	info@lawtonsafrica.com
South African identification number	7801100167083	Edit date	25 Jan 2023 15:39:10:000
Appointment date	01 Feb 2009 00:00:00:000	Restricted Supplier	No
Email address	dimitra.kouvelakis@lawtonsafrica.com	Restriction Last Verification Date	09 Feb 2023 18:03:20:190
Cellphone number	083 300 5020	Government Employee	No
Owner	Yes	Government Employee Last Verification Date	09 Feb 2023 18:03:15:263
Ownership %	7.69%	SA identification number Verified	Yes
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number verification date	09 Feb 2023 18:03:16:200
Owner's ethnic group	White		
Owner's gender	Female		

DIRECTOR/MEMBER 2

Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	SETSHEPHI JEHIEL	Owner person with disabilities	No
Surname	THEMA	Owner military veteran	No
Country	South Africa	Created by	csd.reverifibatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:48:000
South African identification number	7103015337087	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2006 00:00:00:000	Edit date	25 Jan 2023 15:39:34:000
Email address	sj.thema@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	082 854 7459	Restriction Last Verification Date	09 Feb 2023 18:03:20:223
Owner	Yes	Government Employee	No
Ownership %	7.70%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:340
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number Verified	Yes





CSD REGISTRATION REPORT

Owner's ethnic group	Black African	SA identification number verification date	09 Feb 2023 18:03:16:543
DIRECTOR/MEMBER 3			
Director type	Director,Owner	Owner's gender	Female
Director status	Active	Owner youth	No
Name(s)	VERONICA HELEN	Owner person with disabilities	No
Surname	VURGARELLIS	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:50:000
South African identification number	7307050115080	Edit by	info@lawtonsafrica.com
Appointment date	18 Jun 2007 00:00:00:000	Edit date	25 Jan 2023 15:39:43:000
Email address	veronica.vurgarellis@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	083 702 8214	Restriction Last Verification Date	09 Feb 2023 18:03:20:257
Owner	Yes	Government Employee	No
Ownership %	7.70%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:450
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:16:890

DIRECTOR/MEMBER 4			
Director type	Director,Owner	Owner's gender	Female
Director status	Active	Owner youth	No
Name(s)	PENELOPE ANNE	Owner person with disabilities	No
Surname	MC NAMARA	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:50:000
South African identification number	7807160036084	Edit by	info@lawtonsafrica.com
Appointment date	01 Jan 2008 00:00:00:000	Edit date	25 Jan 2023 15:35:10:000
Email address	penny.chenery@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	083 702 8214	Restriction Last Verification Date	09 Feb 2023 18:03:20:297
Owner	Yes	Government Employee	No





CSD REGISTRATION REPORT

Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:467
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:17:437

DIRECTOR/MEMBER 5

Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	JEFFREY LAWTON	Owner person with disabilities	No
Surname	BUCKLAND	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:52:000
South African identification number	6405115064086	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2015 00:00:00:000	Edit date	25 Jan 2023 15:39:25:000
Email address	janine.barnes@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	083 702 8214	Restriction Last Verification Date	09 Feb 2023 18:03:20:347
Owner	Yes	Government Employee	No
Ownership %	7.70%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:497
Living areas of owner	City of Johannesburg, Hurlingham	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:17:770

DIRECTOR/MEMBER 6

Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	NKONZO ABEDNEGO	Owner person with disabilities	No
Surname	HLATSHWAYO	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:53:000
South African identification number	6208015235081	Edit by	info@lawtonsafrica.com
Appointment date	01 Mar 2016 00:00:00:000	Edit date	25 Jan 2023 15:35:57:000
Email address	janine.barnes@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	083 702 8214	Restriction Last Verification Date	09 Feb 2023 18:03:20:383





CSD REGISTRATION REPORT

Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:530
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number Verified	Yes
Owner's ethnic group	Black African	SA identification number verification date	09 Feb 2023 18:03:18:143

DIRECTOR/MEMBER 7

Director type	Director,Owner	Owner's gender	Female
Director status	Active	Owner youth	No
Name(s)	MELISSA	Owner person with disabilities	No
Surname	SALLIS	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2018 11:20:55:000
South African identification number	8306100160087	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2017 00:00:00:000	Edit date	25 Jan 2023 15:36:08:000
Email address	janine.barnes@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	083 702 8214	Restriction Last Verification Date	09 Feb 2023 18:03:20:423
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:577
Living areas of owner	City of Johannesburg, Johannesburg SP	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:18:347

DIRECTOR/MEMBER 8

Director type	Director,Owner	Owner's gender	Female
Director status	Active	Owner youth	No
Name(s)	RIETTE	Owner person with disabilities	No
Surname	ENGELS-VAN ZYL	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	23 Oct 2019 02:12:40:000
South African identification number	8108070118081	Edit by	info@lawtonsafrica.com
Appointment date	27 Aug 2019 00:00:00:000	Edit date	25 Jan 2023 15:37:59:000





CSD REGISTRATION REPORT

Email address	janine.barnes@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	011 289 6900	Restriction Last Verification Date	09 Feb 2023 18:03:20:440
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:607
Living areas of owner	City of Johannesburg, Ruimsig AH	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:18:630

DIRECTOR/MEMBER 9

Director type	Director,Owner	Owner's gender	Female
Director status	Active	Owner youth	No
Name(s)	GUGULETHU PURRIFINE	Owner person with disabilities	No
Surname	MTHALANE	Owner military veteran	No
Country	South Africa	Created by	csd.reverifibatch@treasury.gov.za
Identification type	South African Identification Number	Created date	26 Feb 2021 17:49:03:000
South African identification number	8309220416082	Edit by	info@lawtonsafrica.com
Appointment date	01 Jan 2021 00:00:00:000	Edit date	25 Jan 2023 15:38:09:000
Email address	gugulethu.mthalande@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	082 314 2706	Restriction Last Verification Date	09 Feb 2023 18:03:20:453
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:687
Living areas of owner	Ekurhuleni, Solheim	SA identification number Verified	Yes
Owner's ethnic group	Black African	SA identification number verification date	09 Feb 2023 18:03:19:130

DIRECTOR/MEMBER 10

Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	Yes
Name(s)	PHUTI DANIES	Owner person with disabilities	No
Surname	MASHALANE	Owner military veteran	No
Country	South Africa	Created by	csd.reverifibatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2022 03:55:53:000





CSD REGISTRATION REPORT

South African identification number	9202015815080	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2022 00:00:00:000	Edit date	25 Jan 2023 15:38:19:000
Email address	phuti.mashalane@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	072 279 1903	Restriction Last Verification Date	09 Feb 2023 18:03:20:487
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:733
Living areas of owner	City of Johannesburg, Sunninghill	SA identification number Verified	Yes
Owner's ethnic group	Black African	SA identification number verification date	09 Feb 2023 18:03:19:397
DIRECTOR/MEMBER 11			
Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	YAGASHEN	Owner person with disabilities	No
Surname	PILLAY	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2022 03:55:53:000
South African identification number	8310165040085	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2022 00:00:00:000	Edit date	25 Jan 2023 15:38:30:000
Email address	yagashen.pillay@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	011 523 6036	Restriction Last Verification Date	09 Feb 2023 18:03:20:487
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:747
Living areas of owner	City of Tshwane, Centurion Central	SA identification number Verified	Yes
Owner's ethnic group	Indian	SA identification number verification date	09 Feb 2023 18:03:19:577
DIRECTOR/MEMBER 12			
Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	PIETER JACOBUS	Owner person with disabilities	No
Surname	DE BEER	Owner military veteran	No
		Companies involved in	MAAA0374793;





CSD REGISTRATION REPORT

Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	17 May 2022 03:55:54:000
South African identification number	8102105075085	Edit by	info@lawtonsafrica.com
Appointment date	01 Apr 2022 00:00:00:000	Edit date	25 Jan 2023 15:38:39:000
Email address	Kobus.DeBeer@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	011 523 6043	Restriction Last Verification Date	09 Feb 2023 18:03:20:500
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:793
Living areas of owner	City of Tshwane, Waverley	SA identification number Verified	Yes
Owner's ethnic group	White	SA identification number verification date	09 Feb 2023 18:03:19:727
DIRECTOR/MEMBER 13			
Director type	Director,Owner	Owner's gender	Male
Director status	Active	Owner youth	No
Name(s)	NDUMISO INNOCENT	Owner person with disabilities	No
Surname	ZWANE	Owner military veteran	No
Country	South Africa	Created by	csd.reverifybatch@treasury.gov.za
Identification type	South African Identification Number	Created date	25 Jan 2023 15:40:10:000
South African identification number	8504075311087	Edit by	info@lawtonsafrica.com
Appointment date	03 Jan 2023 00:00:00:000	Edit date	25 Jan 2023 16:08:33:000
Email address	ndumiso.zwane@lawtonsafrica.com	Restricted Supplier	No
Cellphone number	082 973 4811	Restriction Last Verification Date	09 Feb 2023 18:03:20:533
Owner	Yes	Government Employee	No
Ownership %	7.69%	Government Employee Last Verification Date	09 Feb 2023 18:03:15:827
Living areas of owner	City of Johannesburg, Johannesburg North	SA identification number Verified	Yes
Owner's ethnic group	Black African	SA identification number verification date	09 Feb 2023 18:03:20:013
		Companies involved in	MAAA0783310; MAAA1279643;





CSD REGISTRATION REPORT

The CSD does not automatically verify foreign company registration number, international securities identification number, foreign identification numbers, foreign passport numbers, work permit numbers, foreign bank accounts, B-BBEE, demographic and accreditation information. Organs of State are required to manually verify this information with the applicable verification institutions as per their current policies and procedures.





CSD REGISTRATION REPORT

Tips and Frequently Asked Questions (FAQ)

Identifier

CSD cannot electronically verify the identity of a supplier other than a South African Individual / Sole Proprietor (through Home Affairs) or a company registered at the Companies and Intellectual Property Commission (CIPC). For this reason, a disclaimer is displayed for supply chain practitioners to obtain supporting documentation to verify the identity and legitimacy of a supplier in these cases.

Bank

For help on how to resolve bank failures click here: [I received an email stating the bank information I captured on the CSD was sent for bank account validation and could not be validated. The response received from the bank contains an error message.](#)

The various possible error messages received from the bank are highSemiBolded in red. Search for the applicable message and follow the detailed steps associated with that error message.

Tax

Tax Compliance Status

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [What should a supplier do if the tax status on CSD difference from the tax clearance certificate?](#)

Tax Compliance Expiry Date

For help on how to deal with tax status differences between CSD and the tax clearance certificate click here: [How does CSD determine the tax compliance expiry date?](#)

CIPC

Should the director/member information reflected on the CIPC registration report differs to that reflected on CSD for help click here: [The active Directors/Members are not being populated on the CSD Directors/Members screen as they appear at CIPC. how can I rectify this?](#)

State Employee

For more information pertaining to government employment status click here: [Will there be verification done to identify if a supplier is a government employee?](#)

BBBEE

CSD does not automatically verify all certificate information with the various accreditation bodies. Organs of State are required, where not automatically verified by CSD, to manually verify this information with the applicable accreditation body as per current policies and procedures. Expired certificate information do not reflect on the report.

RESTRICTION

Restricted Supplier - A supplier is restricted by using the identification number of the entity e.g. CIPC registration -, trust -, Social Development non-profit -, South African ID -, Foreign company registration number or ID number. If there is more than one CSD Supplier profile registered on CSD with the same entity identification number, all those related supplier profiles will be restricted.

Restricted Director - A director/owner is an individual person and is restricted by using the South African ID or Foreign ID number. If a director belongs to different companies and has been restricted, the director will reflect as restricted in all companies where identification number is detected.

Restricted Suppliers & Directors are listed on CSD under Help - [Am I restricted?](#)





CSD REGISTRATION REPORT



22.	Moeti Kanyane T/A Moeti Kanyane Attorneys Inc.	90.00
23.	Ramatshila-Mugeri (Pty) Ltd	93.33
24.	Cliffe Dekker Hofmeyr Inc.	94.67
25.	Mothle Jooma Sabdia Inc.	99.33
26.	Mathopo Moshimane Mulangaphuma T/A DM5 Incorporated.	98.00
27.	Hogan Lovells (South Africa) Inc.	86.33
28.	Motloli Attorneys T/A Motloli Attorneys Inc.	88.67
29.	Mdledle T/A Mdledle Incorporated	89.33
30.	Fortune Mary Gugu Legoabe T/A Legoabe Attorneys	82.00
31.	Kirchmanns Inc.	81.00
32.	Puke Maserumule Attorneys Inc.	86.67
33.	Louis George Verveen T/A Verveen Attorneys	92.67
34.	Ningiza Horner Inc.	89.33
35.	Molefe-Dlepu Incorporated.	90.67
36.	Mabaeng Lenyai T/A Mabaeng Lenyai Inc.	90.00

PRICING GUIDELINES

High Courts litigation

Unless specifically provided otherwise, the Firm shall be entitled to base its fees on the tariff as set out in rule 70 of the High Court Uniform Rules of Court, as amended from time to time plus an additional surcharge of 35% on fees on a scale as between attorney and client. Attorneys appearing personally in the High Court shall not be entitled to charge the fees of an advocate.

Magistrates' Court Litigation

Unless specifically provided otherwise, the Firm shall be entitled to base its fees on the tariff as set out in terms of the Magistrates Courts Rules of Court, R33, as amended from time to time, plus an additional surcharge of 35% on fees on a scale as between attorney and client. Advocates are to not appear in Magistrates Court.

Research and Opinions

R4000.00 per hour excluding VAT

Conveyancing

All fees charged in accordance with the Law Society tariff guidelines.

Labour Matters (i.e. Labour Court, CCMA)

Unless specifically provided otherwise, the Law Firm shall be entitled to base its fees on the tariff as set out in rule 70 of the High Court Uniform Rules of Court, as amended from time to time plus an additional surcharge of 35% on fees on a scale as between attorney and client.

SALGA's Fee Structure for Advocates

	Junior Counsel				Senior Counsel
	0-3 Years	3- 5 Years	5-10 Years	+10 Years	
Day Fee (Trial)	R15 000.00	R18 000.00	R20 000.00	R26 000.00	R30 000.00
Hourly Fee (Preparation)	R1 500.00	R2 000.00	R2 500.00	R3 000.00	R4 000.00
Postponement	R1 500.00	R2 000.00	R2 500.00	R3 000.00	
Attending to make a settlement order of court	R1 500.00	R2 000.00	R2 500.00	R3 000.00	

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SERVICE LEVEL AGREEMENT

ENTERED INTO BY AND BETWEEN



THE SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

A South African Public Entity recognised in terms of s2(1)(a) of the organised Local Government Act, 1997 and a public entity in terms of the Public Finance Management Act, 1999 (Act 1 of 1999), situated at 175 Corobay Avenue, cnr Garsfontein and Corobay Avenue, Waterkloof Glen, Ext, 11 Pretoria, herein represented by Ms Thembeke Mthethwa, in her capacity as the **Chief**

Financial Officer

(Hereinafter referred to as "**SALGA**")

AND



LAWTONS INCORPORATED PRACTISING AS LAWTONS AFRICA

An Incorporated Company with registration number 1992/006150/21, duly registered in terms of the Company Laws of South Africa, whose registered offices are situated at 140 West Street, Sandton, Johannesburg, 2196, duly represented by Mr. Jeff Buckland in his capacity as Director and Chairman of the Management Board (Hereinafter referred to as the "**Service Provider**" and/or "**Lawtons Africa**" and/or **Panel of Attorneys** interchangeably)

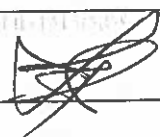
INITIAL (SALGA)	INITIAL (SERVICE PROVIDER)

1. INTERPRETATION

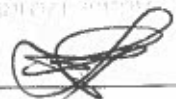
- 1.1 In this Agreement, unless the context clearly indicates otherwise –
- 1.1.1 Words importing any one gender include the other gender, and words importing the singular include the plural and vice versa, and words importing natural persons include created entities, whether corporate or incorporate, and vice versa;
- 1.1.2 If any provision in a definition is a substantive provision imposing rights or obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 1.1.3 When any number of days is prescribed, same shall be reckoned exclusively of the first and inclusive of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday;
- 1.1.4 The headings of clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of nor to modify nor amplify the terms hereof nor any clause hereof;
- 1.1.5 The expiration or termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding the fact that the clauses themselves do not expressly provide this; and
- 1.1.6 A reference to a Party includes that Party's successors and permitted assigns.

2. DEFINITIONS

- 2.1 The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely: -
- 2.1.1 **AFSA** - means the Arbitration Foundation of Southern Africa or, should it cease to exist for any reason, such other independent body or person as may be selected, at the request of any Party having an interest in such selection pursuant to the provisions of this Agreement, by the President/Head, at that point in time, of the Legal Practice Council;
- 2.1.2 **Agreement** - means the terms and conditions as set out in this document and the Annexures attached hereto;

	
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- 2.1.3 **Arbitration Rules** - means the arbitration rules of AFSA at such time, provided that if AFSA has ceased to exist, the latest arbitration rules of AFSA in existence at the time that AFSA ceases to exist, as modified by the arbitrator in his/her discretion;
- 2.1.4 **Annexure A** - refers/means to Specifications of Services;
- 2.1.5 **Annexure B** - refers/means to the Professional fees;
- 2.1.6 **CEO** - means the employee of SALGA in a position of a Chief Executive Officer of SALGA or his duty authorized delegate, or his successor in title;
- 2.1.7 **Commencement/Effective date** - refers to/means 29th of October 2019;
- 2.1.8 **Confidential Information** - means any information regarding the Parties and/or their businesses and/or products, which they reasonably regard as being confidential in order to protect their respective interest as further detailed in the confidentiality clause 38.1
- 2.1.9 **Day/s** - means calendar day/s, unless specifically stated to the contrary;
- 2.1.10 **Duration** - Means as detailed in clause 8;
- 2.1.11 **Firm** - means Lawtons Africa;
- 2.1.12 **Legal Department** - means the department at SALGA designed to provide SALGA with legal advice on aspects relating to the business of SALGA;
- 2.1.13 **Panel Attorneys** - means the Firms of attorneys appointed to provide the services as detailed in this Agreement including its annexures;
- 2.1.14 **Panel Attorney** - means a Firm of attorneys duly appointed to the Panel of Attorneys of SALGA;
- 2.1.15 **Professional Person** - means a person employed by the Panel Attorney and holding the position of Director, Partner, Associate, or Senior Associate; or other position and who is admitted to practice as an attorney;
- 2.1.16 **Parties** - means collectively SALGA and Lawtons Africa, and "Party" shall mean any one of them, as the context may require;
- 2.1.17 **Project** - means service provider assisting SALGA with provision of specialized legal advice and relatable services;
- 2.1.18 **Service Level Agreement** - this document interchangeably referred to as an Agreement;
- 2.1.19 **Services** - means services to be provided by the service provider in terms of this Agreement and as specified in Annexure A (Specifications of Services); and
- 2.1.20 **Signature Date** - means the date on which this Agreement is signed by the Party signing last in time.

DATE: 2019/10/29	
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3. PREAMBLE

WHEREAS,

- 3.1 **LAWTONS AFRICA** provides professional legal services in various legal disciplines.
- 3.2 **SALGA** is an autonomous association of municipalities with its mandate derived from the Constitution of the Republic of South Africa. The mandate defines SALGA as the voice and sole representative of local government. SALGA interfaces with Parliament, the National Council of Provinces (NCOP), Cabinet as well as provincial legislatures.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

- 3.3 SALGA hereby appoints the Firm to its Panel of Attorneys to perform the services subject to the terms and conditions as set out in this Agreement.
- 3.4 The Firm hereby accepts the appointment and undertakes to perform all services subject to the terms and conditions of this Agreement.
- 3.5 This Agreement serves to record agreement between the Parties and to regulate all aspects of the Services to be supplied by the Firm and the general business relationship between the Parties.
- 3.6 The Terms of Reference or Specifications of the Services to be supplied to SALGA are those contained in annexure "A" attached hereto. It is recorded that the Firm accepted these provisions and on the basis thereof submitted its Tender.
- 3.7 Such Terms of Reference or specifications are incorporated into the provisions of this Service Level Agreement as if specifically mentioned and are binding and enforceable on the parties.

CONSEQUENTLY, FURTHERMORE IT IS AGREED BY THE PARTIES:

4. SERVICES

- 4.1 The Service Provider will perform the Services specified and outlined in this Agreement and its Annexures more specifically **Annexure "A"**, attached hereto, being the specifications of services, **Annexure "B"**, being professional fees.

	
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5. THE PARTIES' OBLIGATIONS

The Service Provider will:

- 5.1 Provide the Services in terms of this Agreement diligently, professionally, ethically and in accordance with SALGA's policies and procedures; and
- 5.2 Refrain from operating and/or perform Services contrary to any statutory requirements.

Each Party will:

- 5.3 Be responsible for the performance of its personnel;
- 5.4 Fully cooperate with the other Party to ensure timely progress and execution of the Agreement;
- 5.5 To the extent specified in the Agreement, hold meetings (including meetings relating to planning, review and issue resolution) as necessary and report to the other in writing on a regular basis in order to keep the other fully informed of the progress of work required under the Agreement;
- 5.6 Fulfil its obligations and honour its responsibilities by the dates agreed upon by both Parties;
- 5.7 Promptly remedy any defect or deficiency in the fulfilment of its obligations in terms of this Agreement;
- 5.8 Advise the other Party verbally and in writing as soon as it becomes aware of anything, which may hamper or delay either Party fulfilling its obligations in terms of this Agreement; and
- 5.9 Provide all decisions, management approvals and inputs reasonably requested by the other Party within a reasonable time of such Party requesting such decision or input.

SALGA will:

- 5.10 Provide the Service Provider with reasonable facilities and timely access to data, information and personnel of SALGA (if applicable); and
- 5.11 SALGA shall ensure that any party over which it has direct or indirect control performs its duties and functions as may be reasonably required by the Service Provider to enable Service Provider to fulfil its obligations under this Agreement.

INITIALS	
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6. PROCEDURAL REQUIREMENTS AND DOCUMENTS

6.1 Within 10 (ten) Days of Date of Signature of this Agreement, the Firm undertakes to deliver in writing to the Manager: Legal & Contracts either by hand, or by e-mail, the following:

6.1.1 In respect of each Professional Person who will be rendering Services to SALGA on behalf of the Firm:

- 6.1.1.1 Full names;
- 6.1.1.2 Professional qualifications;
- 6.1.1.3 Date of admission as an Attorney of the High Court;
- 6.1.1.4 Cell phone number; and
- 6.1.1.5 E-mail address.

6.1.2 In respect of the Lead Attorney and each director / partner of the Firm:

- 6.1.2.1 Full names;
- 6.1.2.2 Professional qualifications;
- 6.1.2.3 Date of admission as an Attorney of the High Court;
- 6.1.2.4 Position in the Firm;
- 6.1.2.5 Cell phone number; and
- 6.1.2.6 E-mail address.

6.2 The Firm hereby consents to and authorises SALGA to conduct credit checks on the Firm and on each Professional Person and Lead Attorney of the Firm who will be rendering Services to SALGA.

6.3 The Firm agrees to obtain the requisite consents from each Professional Person of the Firm who will be responsible for rendering Services to SALGA, so as to enable SALGA to conduct credit checks on such persons.

6.4 The Firm hereby consents to and authorises SALGA to conduct criminal checks on each Professional Person of the Firm who will be responsible for rendering Services to SALGA, and further agrees to obtain the necessary consents from such persons.

6.5 SALGA has the right, based on information obtained from the credit and criminal checks, to instruct the Firm that a Professional Person, may not render Services to the SALGA.

	
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- 6.6 In the event of the Lead Attorney or any other Professional Person in the employ of the Firm leaving the Firm, the Firm shall notify the Manager: Legal and contracts in writing either by hand, or by e-mail, not less than 30 (thirty) Days prior to such person leaving the Firm.
- 6.7 Within 30 (thirty) Days of Date of Signature of this Agreement, and thereafter on or before 31 March of each succeeding year, the Firm undertakes to deliver in writing to the Manager: Legal and Contracts either by hand or by e-mail, the following:
- 6.7.1 Certificate of good standing issued by the relevant Law Society;
 - 6.7.2 A valid BEE Rating Certificate issued by a rating company listed with the South African National Accreditation System, or a valid Exempted Micro Enterprise Certificate;
 - 6.7.3 Valid Fidelity Fund Certificate issued by the relevant Law Society in respect of each Professional Person of the Firm.
- 6.8 Where any of the documents referred to above are delivered via e-mail, SALGA reserves the right to call for the original of such document.

7. DURATION

- 7.1 The Service Provider will perform the Services from date of last signature of this Agreement for a duration of 36 (thirty six) months on assignment. This Agreement may be renewed and extended by SALGA, for further periods, should the Services prove to be of an acceptable standard or should SALGA deem fit.
- 7.2 The Agreement shall take effect on the Commencement Date from the commencement date as per clause 2 and shall continue for the duration, unless terminated earlier in accordance with the terms of this Agreement. SALGA reserves the right to serve notice to renew the Agreement at least thirty (30) days before the end of current term or soon thereafter.
- 7.3 The Agreement will automatically terminate at the end of the duration as stipulated in clause 7.1 above unless expressly extended in accordance with clauses 7.1 and/or 7.2 above.

8. ACTING AGAINST SALGA

- 8.1 The Firm agrees that from the Effective Date, it shall not act in any way which may give rise to a conflict of interests in relation to SALGA or the Services to be rendered in terms of this Agreement.

	
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8.2 From the Effective Date of this Agreement the Firm may not accept any instruction to submit claims against SALGA, prosecute actions against SALGA, defend actions instituted against SALGA or in any way act against SALGA.

8.3 In addition to paragraph 8.1 above, in instances where the Firm accepted an instruction to act against SALGA prior to the Effective Date of this Agreement, the Firm shall terminate such mandate/s within a period of 30 (thirty) Days from the Effective Date of this Service Agreement, or advise SALGA accordingly, to enable SALGA to make a determinable decision.

9. FURNISHING OF INSTRUCTIONS

9.1 Instructions will be furnished by SALGA's National Office, Legal Department.

9.2 SALGA reserves the right to determine the manner in which instructions will be allocated between Panel Attorneys.

9.3 Instructions will usually be allocated between Panel Attorneys located within the area of the Court having jurisdiction. SALGA may however allocate instructions to a Panel Attorney outside of the area of the Court having jurisdiction, if SALGA determines that good reasons exist to do so.

9.4 In instances where SALGA does not have Panel Attorneys within the area of the Court having jurisdiction, instructions will be allocated to Panel Attorneys located within the area of the National Office or alternative location as deemed fit by SALGA.

10. SUSPENSION OF NEW INSTRUCTIONS

10.1 SALGA may at any time on good cause suspend furnishing new instructions to the Firm.

10.2 Reasons for Suspension

10.2.1 In deciding to suspend instructions, SALGA will have regard to, amongst others, the following:

10.2.1.1 A breach or breaches of the terms of this Agreement;

10.2.1.2 The capacity of the Firm;

10.2.1.3 The level of service delivery by the Firm or any of the Professional Persons in its employ;

10.2.1.4 The performance of the Firm;

10.2.1.5 Changes in ownership and/or management of the Firm that may affect the Firm's BBBEE rating adversely;

10.2.1.6 A violation by the Firm of the Governing Principles; and

	
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10.2.1.7 Any other reason which in SALGA's opinion will warrant the Suspension of new instructions to the Firm.

10.3 Period of Suspension

- 10.3.1 The initial period of Suspension will be determined by SALGA but shall be no less than 3 (three) months.
- 10.3.2 SALGA may extend the initial period of Suspension for a further 3 (three) months period should SALGA deem this to be appropriate and in its best interests.

10.4 Process of Suspension

- 10.4.1 Written Notice of Suspension and the duration of the initial period for which instructions are to be suspended, will be delivered to the Lead Attorney in writing by SALGA's Manager: Legal and Contracts and shall contain the reason/s for instructions being suspended.
- 10.4.2 The Suspension will become effective on the same Day that the notice referred to in clause 10.4.1 above is delivered to the Firm.
- 10.4.3 In the event of the initial period of Suspension being extended by SALGA, this will be conveyed to the Lead Attorney by SALGA's Manager: Legal and Contracts in writing, at least 10 (ten) Days before the initial period of Suspension expires and shall contain the reason/s for the Suspension period being extended.

10.5 Disputes arising from Suspension

- 10.5.1 Within 5 (five) Days of receipt of either of the notices referred to in clause 10.4.1 above, the Lead Attorney may deliver to SALGA's Manager: Legal and Contracts a written response to such notice, addressing the reason/s for the Suspension or the extension of the Suspension period.
- 10.5.2 The Portfolio Head: Corporate Services and Human Capital will consider and review all relevant factors and within 10 (ten) Days of receipt of the response contemplated in clause 10.5.1 above, will in writing notify the Lead Attorney whether:

- 10.5.2.1 the initial or extended Suspension period will remain in effect; or
- 10.5.2.2 the initial or extended Suspension period will be varied, in which event the Firm will be advised of the new period of Suspension.

INITIALS (SALGA)	
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- 10.5.3 In the event of the Firm remaining dissatisfied with the decision of the Portfolio Head: Corporate Services and Human Capital, the Lead Attorney may, within 3 (three) Days of receipt of the notification referred to in clause 10.4.1 above, in writing request a meeting with the SALGA's CEO, Portfolio Head: Corporate Services and Human Capital and the Manager: Legal and Contracts to discuss the Suspension.
- 10.5.4 Such meeting will be held within 10 (ten) Days from receipt of the request referred to in clause 10.5.3 above, or such longer period as agreed to between the Parties or any employee delegated by the CEO.
- 10.5.5 Within 3 (three) Days of the meeting being held, the CEO will notify the Lead Attorney of the decision regarding the Suspension (which may ultimately result in SALGA terminating agreement with the Firm).
- 10.5.6 Instructions to the Firm will remain suspended during the process contemplated in this clause.
- 10.5.7 Clause 34 of this Agreement shall not apply to the Suspension clauses and the decision of the CEO will be final.

10.6 Relationship between the Parties during the period of Suspension

- 10.6.1 All the terms of this Agreement will remain of full force and effect for the duration of the period of Suspension.
- 10.6.2 The Firm shall ensure that all instructions received by the Firm before the Suspension is dealt with in a professional and ethical manner.
- 10.6.3 The Firm shall also ensure that the service standards expected of the Firm before the Suspension are maintained during the period of Suspension.

11. PROFESSIONAL FEES

SALGA shall pay the Panel Attorney for the due, full and proper performance and fulfillment of rendered services.

- 11.1 Remuneration of professional fees will be in accordance with SALGA's fee structure as detailed in Annexure "B" of this Agreement.
- 11.2 Invoices shall be submitted by the Service Provider to SALGA in accordance with the agreed Fee structure as per Annexure "B", an amount established as per submitted invoices based on the understanding that the amount includes all of the service provider's cost, profits, disbursements and any tax obligation that may be imposed on the service provider.
- 11.3 Whereas this is a fixed price contract, overtime work shall not be reimbursed.
- 11.4 The Service Provider's entertainment expenses shall not be reimbursed.

	
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- 11.5 The above stipulations completely define the Service Provider's claims to compensation as regards his/her honorarium and all other remuneration. No other basis or right to compensation exists.
- 11.6 The Service Provider is solely responsible for the payment of taxes on any and all income earned as a result of this agreement

12. PAYMENTS CONDITIONS

Payment will be made in Rands, following submission of the invoices claimed which shall be approved first by SALGA's Manager: Legal and Contracts as detailed in clause 14 prior to presentation to supply chain management for processing and payment.

The Project Manager shall keep a listing of all payments per stage/phase and submit such record/schedule each time payment request is made.

13. VARIATIONS

Any variations agreed by the Parties shall be in writing and will be paid in accordance with the terms agreed by the Parties. Approvals of deviations/variations must be in accordance with SALGA's policies and any relatable statutory requirements.

This Agreement does supersede the original Purchase Order and/or Appointment letter which forms the basis upon which SALGA contracts with the Service Provider.

14. PROJECT ADMINISTRATION

- 14.1 SALGA designates its Manager: Legal and Contracts as Project Manager.
- 14.2 The Service Provider designates the following individual as the Service Provider's Project Coordinator/Manager:

Lead Attorney Name & Surname: Lavery Modise & Jean Ewang

Lead Attorney's Position: Consultant & Director

Telephone number: 011 286 6900

Email: lavery.modise@lawtonsafrica.com;
jean.ewang@lawtonsafrica.com

- 14.3 The Project Coordinators/Managers will be responsible for the coordination of activities under this Agreement, for acceptance and approval of the reports and for other deliverables relating to this agreement, as well as facilitating receipt and facilitating approval of invoices for payment.

INITIAL (SALGA)	INITIAL (SERVICE PROVIDER)
	

15. PERFORMANCE STANDARDS

- 15.1 The Service Provider undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Service Provider and any of its agents, associates, consultants and employees will comply with SALGA's policies and procedures and will adhere to all safety and security policies and procedures.
- 15.2 SALGA is not and does not act, as an employer in respect of the Service Provider's agents, associates, consultants, employees and/or directors and will not be responsible, liable or involved with any collective bargaining, collective agreements, labour disputes, labour unrests, legal or illegal strikes, lockouts, death, illness, occupational health and compensation, wage and/or salary increases, bonuses, incentives, annual leave, sick leave, maternity leave or any other leave of absence in the Premises where the Services are to be performed.
- 15.3 The Service Provider will immediately replace any agents, associates, consultants and employees assigned under this Agreement that SALGA considers unsatisfactory.
- 15.4. This clause is a substantive clause of the Agreement and, notwithstanding same SALGA may terminate the Agreement with immediate effect without further notice to the Service Provider in the event of breach of this clause.

16. CONFIDENTIALITY

- 16.1 Notwithstanding and without limitation to the common law relationship between the Parties regarding the confidential nature of information made available to the Firm, the Firm acknowledges and accepts that it will have access to and become possessed of, amongst others, client information, financial information, statistics, operating methods, procedures, templates, manuals, processes and procedures relating to the financial and operations of SALGA and which are of crucial importance in the conduct of the business of the (hereinafter referred to as "Confidential Information").
- 16.2 The Firm accepts that it is reasonable for SALGA to protect its rights relating to Confidential Information.
- 16.3 The Parties accept and acknowledge that disclosure of the Confidential Information could, if disseminated to or used by any person without prior authorisation of SALGA, cause SALGA to suffer material harm.
- 16.4 The Firm undertakes that:
- 16.4.1 it will not use the Confidential Information other than for purposes of the Agreement;

	
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- 16.4.2 it will not disclose any portion of the Confidential Information to any third party other than to persons who are required to obtain such information by virtue of being appointed to provide a professional service in the evaluation process of the claim or to Court in terms of the Rules of Court; and
- 16.4.3 it will procure all persons in its employ and any third party it may appoint who will have access to the Confidential Information as a result of such appointment, to bind themselves to the provisions of this clause.
- 16.5 This entire clause shall survive the Termination of this Agreement for whatever and remain binding on the Firm indefinitely.
- 16.6 The Parties shall hold in confidence all Confidential Information received from each other and not divulge the Confidential Information to any Parties, including any of their employees, agents, consultants and sub-contractors directly, unless the Parties are involved with the execution of this Agreement and then only on a need to know basis.
- 16.7 The Parties shall prevent disclosure of the Confidential Information, except as may be required by law.
- 16.8 The Parties agree that they shall protect each other's Confidential Information using the same standard of care that each party applies to safeguard its own Confidential Information and that the information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.
- 16.9 Within thirty (30) days after the termination of this Agreement, for whatever reason, the receiving party of Confidential Information shall return same or at the discretion of the disclosing party of such Confidential Information, destroy such Confidential Information, and shall not retain copies, samples or excerpts thereof.
- 16.10 Disclosing party of Confidential Information may at any time request the receiving party of such Confidential Information to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Agreement, and may in addition request the receiving party to furnish a written statement to the effect, that upon such return, the receiving party has not retained in its possession or under its control either directly or indirectly any such material.
- 16.11 As an alternative to the return of the material contemplated in 16.10 above, the receiving party shall at the instance of the disclosing party, destroy such material and furnish the disclosing party with a written statement to the effect that all such material has been destroyed.

DATE FOR ACCEPTANCE	SIGNATURE OF RECEIVING PARTY
	

16.12 The receiving Party shall comply with the request in terms of clauses 6.6 and 6.7, within fourteen (14) days of receipt of same. Information known to either of the Parties prior to the date that it was received by the other party; or

16.13 Information known to the public or generally available to the public prior to the date that it was disclosed by either of the Parties to the other; or

16.14 Information which becomes known to the public or becomes generally available to the public subsequent to the date that it was disclosed by either of the Parties to the other, through no act or failure to act on the part of the recipient of such Information; or

16.15 Information which either of the Parties, in writing, authorize the other to disclose.

16.16 For the avoidance of any doubt, no provision of this Agreement should be construed in such a way that the disclosing party is deemed to have granted its consent to the receiving party to disclose the whole or any part of the Confidential Information in the event that the receiving party receives the request for the whole or any part of the confidential information in terms of the provisions of the Promotion to Access to Information Act No. 2 of 2000.

Breach of these obligations shall, without prejudice to any other rights that the Parties have in law and or in terms of this Agreement entitle SALGA to recover damages.

16.17 Continuity of Obligations

If any portion of any Confidential Information falls within any of the above exceptions, the remainder shall continue to be subject to the restrictions of this Agreement.

16.18 Ownership and Application

Any Confidential Information imparted hereunder shall remain the property of the disclosing Party and must be applied for that purpose only. No license is granted to the Receiving party hereunder and no license shall be deemed to have arisen or be implied to any Confidential Information.

17. INTELLECTUAL PROPERTY RIGHTS

17.1 All copyright and intellectual property rights that may result as a consequence of the work performed will become the property of SALGA. Service Provider shall deliver to SALGA, on completion of an assignment, all documents, devices, passwords or protective mechanisms of documents that were written and SALGA will have the right to amend these without obligation whatsoever to the service provider.

	
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- 17.2 All working papers, reports and documents will become the property of SALGA however parties may expressly agree, on a case-by-case basis that intellectual property and other proprietary rights including, but not limited to, patents, copyrights, trademarks resulting from joint activities or joint projects under this agreement shall be shared by both parties, including, without any limitation, the rights to use, produce, adapt, publish and distribute any item or part thereof.
- 17.3 No other rights or obligations other than those expressly recited herein are to be implied by this agreement with respect to the information passed by one Party to the other Party.
- 17.4 To the extent that either Party utilises any of its intellectual property in connection with the project, such property shall remain the property of that Party. Except for cases where a license is expressly granted in writing, the other Party shall acquire no right or interest in such property. Any improvements or enhancements to a Party's intellectual property resulting from the project will remain the property of that Party.

18. EXEMPTION AND INDEMNITY

The Service Provider undertakes to indemnify SALGA against any intellectual property-related claim by third parties resulting from this Agreement and render any such claims harmless.

19. PUBLICITY

The Service Provider shall not use the name of SALGA or any member of SALGA, in any publicity, advertising or news release without the prior written approval of an authorised representative of SALGA. SALGA shall not use the name of the Service Provider or any employee of the Service Provider in any publicity, advertising or news release without the prior written approval of the Service Provider.

20. WARRANTIES

The Firm warrants that:

- 20.1 Unless authorised by SALGA, the Service required by SALGA shall at all times be performed by a Professional Person in the direct employ of the Law Firm and/or by such other persons who are in the direct employ of the Law Firm and under direct supervision and control of a Director and/ or Partner of the Law Firm;
- 20.2 No litigation, arbitration or administrative proceedings are pending or threatened against the Law Firm which would have an adverse effect upon its financial condition or business, nor its ability to perform its obligations under this Agreement;

	
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20.3 The Lead Attorney and other Professional Persons who will be rendering Services to SALGA are in full time employ of the Firm; and

20.4 Each Professional Person rendering services to SALGA shall for the duration of this Agreement have a valid Fidelity Fund Certificate issued by the relevant Law Society.

21. INSURANCE

The Service Provider will be responsible for taking out any appropriate insurance coverage.

22. ASSIGNMENT AND CESSION

The Parties shall not:

22.1 Cede, assign or transfer this Agreement or sub-contract any portion of it without the prior written consent of the other party. Any such cession will only be of force or effect unless reduced to writing and agreed between the Parties.

22.2 Grant any sub-license or sub-dealership of the rights granted in this Agreement, nor shall it allow any other person to use the Confidential Information or the trademarks (except in the normal and appropriate conduct of the business) without the prior written consent of the other party.

22.3 In the instance that the Service Provider cedes, assigns or transfers this Agreement or sub contracts any portion of it, the Service Provider accepts that SALGA will only have potential claim/s against the Service Provider and not implicated third parties. SALGA is therefore absolved from any potential claim from third parties that may be ceded, assigned or sub-contracted by the Service Provider. This clause does not absolve the service provider from seeking relief from implicated third parties for i.e. vicarious liability.

23. RELEVANT LAW GOVERNING AGREEMENT AND LANGUAGE

23.1 The Agreement will be governed by the laws of South Africa and the language of the Agreement will be English.

23.2 The Parties are committed to working in an ethical and professional manner, and in compliance with all laws that apply to the Agreement.

23.3 The Parties support the fight and stand firmly against all forms of bribery and corruption in order to contribute to good governance, economic development, and the improvement of social welfare wherever they do business.

DATE: 2014/05/20	SIGNATURE: 
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24. ADDRESSES AND NOTICES

- 24.1 For the purpose of this Agreement, including the giving of notices and the service of legal processes, the Parties choose their domicilium citandi et executandi ("domicilium") as follows:-

THE SOUTH AFRICAN LOCAL GOVERNMENT ASSOCIATION

c/o Office of the CEO
Block B, Menlyn Corporate Park
175 Corobay Ave, Cnr Garstfontein Road
Waterkloof Glen X11
Pretoria, 0001
South Africa
Fax: 012 369 8004

LAWTONS AFRICA

140 West Street
Sandton
Johannesburg
Pretoria, 2146
Cell: 083 445 1513
Tel: 011 286 6909
Fax: 011 286 6901
Email: lavery.modise@lawtonsafrica.com
jean.ewang@lawtonsafrica.com
marketingBD@lawtonsafrica.com

- 24.2 A Party may at any time change its domicilium by notice in writing, provided the new domicilium is in the Republic of South Africa and is a physical address at which notices can be delivered and process can be served.
- 24.3 Any notice given to any Party in connection with this Agreement will be delivered by hand or sent by electronic mail, followed by delivery of a confirmation copy by hand, to the domicilium chosen by the Party concerned.
- 24.4 Any notice given as set out above, will be deemed to have been duly given if delivered by hand, on the date of delivery, or, if sent by electronic mail 3 (three) hours after the time of transmission of the electronic mail, provided that the electronic mail is transmitted between the hours of 08h00 and 15h30 on a normal working day and a confirmation copy is delivered by hand within 5 (five) working days.

INITIAL (SALGA)	INITIAL (SERVICE PROVIDER)
	

25. ENTIRE AGREEMENT

25.1 This Agreement inclusive of **Annexure "A"**, **Annexure "B"**, constitutes the entire Agreement between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions, or warranties not contained in this Agreement will be binding on the Parties.

25.2 No party shall have any rights or licenses save as specifically agreed herein.

26. FORCE MAJEURE

26.1 The Service Provider will not be liable for forfeiture of its performance or other failure to perform its obligations under this Agreement, if the result of an event is the result of an event of force majeure.

26.2 If a force majeure situation arises, the Service Provider will promptly notify SALGA in writing of such condition and the cause thereof. Unless otherwise directed by SALGA in writing, the Service Provider will continue to perform its obligations under this Agreement as far as is reasonably practical and will seek all reasonable alternative means for performance not prevented by the force majeure event.

27. VARIATION AND CANCELLATION

No agreement varying, adding to, deleting from or cancelling this Agreement will be effective unless it is reduced to writing and signed by or on behalf of the Parties.

28. INDULGENCES

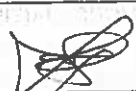
No indulgence granted by SALGA will constitute a waiver of SALGA's rights under this Agreement and SALGA will not be precluded, as a consequence of having granted such indulgence, from exercising any rights that may have arisen in the past or that may arise in the future.

29. SEVERABILITY

The Parties acknowledge that if any provision of this Agreement is found to be invalid or unenforceable, such finding will not affect the validity of the remainder of the Agreement.

30. NON SOLICITATION

30.1 SALGA and the Service Provider's staff members may not in any form whatsoever entice, encourage or approach each other's employees with the view of offering them employment or enticing them to leave the employ of their respective companies.

	
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- 30.2 SALGA shall not make any offer of employment to, nor accept any offer of service from, any member of the Service Provider's staff, any Consultant and/or any individual introduced by the Service Provider to SALGA at any time before, during or for a period of 36 (thirty six) months after the termination of any engagement. Subject to mutual agreement, should SALGA want to retain the services of any of the Service Provider's Consultants and/or employees in a direct capacity or through a third party, will be subject to a 25% placement fee of twice the annual salary offered to the Consultant (unless otherwise waived by the Party). This clause applies inversely.

31. LIABILITY

Each Party shall only be liable to pay compensation to the other Party arising out of or in connection with the Agreement if a breach of any obligations in terms of this Agreement is established against them. If it is considered that either Party is liable to the other, compensation payable shall be limited to the amount of reasonably foreseeable loss and damage suffered as a result of such breach, but not otherwise.

32. BREACH

- 32.1 In the event of either one of the Parties (the "defaulting party") committing a breach of any of the provisions of this Agreement and failing to remedy such breach within a period of fourteen (14) days after receipt of a written notice from the other party (the "aggrieved Party") calling upon the defaulting party to remedy the breach complained of, then the aggrieved party shall be entitled at their sole discretion and without prejudice to any of their other rights in law and/or in terms of this Agreement, either to:

- 32.1.1 Claim specific performance in the terms of the Agreement;
- 32.1.2 Cancel the Agreement forthwith and without further notice; and recover damages from the defaulting party.

- 32.2 In the event of the defaulting party being in breach of any provision of this Agreement and the aggrieved party having to take legal action / dispute resolution action against the defaulting party as a result thereof (see the arbitration clause 33 below), the defaulting party shall be liable to pay the aggrieved party's legal costs as well as all expenses which have reasonably been incurred in having to take such legal action, which expenses will include but not be limited to private investigators fees, tracing agents fees, forensic auditors fees, valuation fees and such similar professional fees and disbursements incurred in terms of any court order, arbitration award or settlement agreement (whether legal action was instituted in by way of arbitration, in a court of law or other forum, or was resolved prior to any such action having to be taken).

	
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33. DISPUTE RESOLUTION

- 33.1 Should any dispute arise between the Parties, either during the currency of, or after termination of this contract, with regard to this Agreement, its interpretation, construction or any matter arising under same, the Parties will use all reasonable endeavours to settle the dispute amicably, failing which, the dispute shall be referred to the Heads of both institutions, who must jointly make a genuine attempt to resolve the dispute concerned amicably within fourteen (14) days of the dispute being declared by either Party, which period may be extended by mutual Agreement between the said Parties for a further period not exceeding seven (7) days.
- 33.2 Should the heads of both institutions fail to reach an Agreement on any dispute after such extension as referred to in terms of sub-clause 33.1 above, such dispute shall be finally resolved in accordance with the rules of the AFSA (or its successor) by an arbitrator or arbitrators appointed by such body.
- 33.3 Notwithstanding the provisions of this clause, any party may institute an action or motion proceedings in any court of competent jurisdiction in the event of –
- 33.3.1 AFSA failing to appoint an arbitrator in terms of sub-clause 33.2 hereof; or
 - 33.3.2 The relief sought by a party being such that AFSA lacks the necessary competence and/or jurisdiction to grant same;
 - 33.3.3 A party requiring interdictory and/or urgent relief;
 - 33.3.4 This clause shall be binding on the parties and shall survive the cancellation of this Agreement. Furthermore, this clause shall supersede clause 32 above.

34. TERMINATION OF THE AGREEMENT BY THE FIRM

- 34.1 The Firm may terminate the Agreement by giving SALGA 60 (sixty) Days' notice in writing.
- 34.1.1 **Process of Termination**
 - 34.1.1.1 Notice of Termination of the Agreement by the Firm will be delivered in writing to SALGA's Manager: Legal and Contracts and shall contain the reason/s for the termination of the Agreement.
 - 34.1.1.2 The Termination of the Agreement will become effective on the first Day following the receipt by SALGA of the notice referred to in clause 34.1.1.1
- 34.2 **Relationship between the Parties after Termination of the Service Level Agreement by the Firm**
- 34.2.1 The Firm, upon receipt by SALGA of a notice contemplated under clause 34.1 above, shall be deemed to be under Suspension for the duration of the 60 (sixty) Day notice period contemplated in clause 34.1 above.

- 34.2.2 During this 60 (sixty) Day notice period, all the terms of clause 11.5 above shall apply to the Firm.
- 34.2.3 During the 60 (sixty) Day notice period, the Firm shall prepare all un-finalized files for handover to SALGA as contemplated in clause 35 below.
- 34.2.4 The Firm shall also ensure that the service standards expected of the Firm before the Termination of the Agreement is maintained during the period of deemed Suspension.

35. HANDOVER

- 35.1 Upon Termination of the Agreement by either SALGA or the Firm, the Firm will be obliged to hand over all un-finalized files to SALGA.
- 35.2 The Firm waives any and all rights of retention over documents in respect of any work done by it on behalf of SALGA once payment in full of all invoices for work done have been paid by SALGA to the Firm.
- 35.3 **Procedure upon receipt of Notice of Termination**
- 35.3.1 Immediately on notice of Termination being given by either of the Parties, the Firm shall commence preparations for handover of the un-finalized files.
- 35.3.2 The Firm shall within 5 (five) Days of notice of Termination provide SALGA with a list of matters on which trial dates have been allocated. This list shall be in Microsoft Excel format and shall contain the following information:
- 35.3.2.1 Firms reference number
 - 35.3.2.2 SALGA's reference number
 - 35.3.2.3 Full details of parties
 - 35.3.2.4 Court;
 - 35.3.2.5 Case number;
 - 35.3.2.6 Trial date if applicable;
 - 35.3.2.6 Amount claimed;
 - 35.3.2.7 Experts instructed
 - 35.3.2.8 Interim Payments.
- 35.3.3 Within 30 (thirty) Days of notice of Termination, the Firm shall prepare Notices of Withdrawal as Attorneys of Record in triplicate for all un-finalized matters in the Firm's possession. These Notices of Withdrawal as Attorneys of Record shall immediately be handed over to SALGA for service and filing thereof by the newly appointed Panel Attorney.



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35.4 Within 30 (thirty) Days of notice of Termination, the Firm shall make copies of the files of all un-finalized matters in the Firm's possession. The original files shall be delivered by hand to SALGA's National Office once payment in full of all invoices for work done have been paid by SALGA to the Firm.

IN WITNESS WHEREOF the undersigned Parties approve the terms and conditions of this Agreement.

FOR SALGA:

SIGNATURE

MS THEMBEKA MTHETHWA

DESIGNATION: CHIEF FINANCIAL OFFICER

AS WITNESSES

1. _____

2. _____

SIGNED AT _____ **ON THIS** _____ **DAY**

OF _____ **2020**

FOR LAWTONS AFRICA INCORPORATED:

SIGNATURE

MR JEFF BUCKLAND

DESIGNATION: DIRECTOR AND CHAIRMAN OF THE MANAGEMENT BOARD

AS WITNESSES

1. I. Masoga

2. Blein

SIGNED AT SANDTON **ON THIS** 30 **DAY**

OF JUNE **2020**

ANNEXURE "A" – SPECIFICATION OF SERVICES

- **LABOUR AND EMPLOYMENT LAW**
- **CORPORATE GOVERNANCE**
- **LITIGATION MATTERS**
- **PROPERTY LAW AND CONVEYANCING**

DATE: 01/01/2018	SIGNATURE: 
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ANNEXURE "B" – PROFESSIONAL FEES

SALGA shall pay the Firm for the due, full and proper performance and fulfilment by the Firm of its obligations.

Professional fees will be in accordance with SALGA's fee structure as follows:

High Courts litigation

Unless specifically provided otherwise, the Firm shall be entitled to base its fees on the tariff as set out in Rule 70 of the High Court Uniform Rules of Court, as amended from time to time plus an additional surcharge of 35% on fees on a scale as between attorney and client. Attorneys appearing personally in the High Court shall not be entitled to charge the fees of an advocate.

Magistrates' Court Litigation

Unless specifically provided otherwise, the Firm shall be entitled to base its fees on the tariff as set out in terms of the Magistrates Court Rules of Court, Rule 33, as amended from time to time, plus an additional surcharge of 35% on fees on a scale as between attorney and client. Attorneys appearing in the Magistrates' Court shall not be entitled to charge the fees of an Advocate.

Advocates are not to appear in the Magistrates' Court.

Research and Opinions

R4000.00 per hour excluding VAT

Conveyancing

All fees charged in accordance with the Law Society tariff guidelines.

Labour Matters (i.e. Labour Court, CCMA)

Unless specifically provided otherwise, the Law Firm shall be entitled to base its fees on the tariff as set out in Rule 70 of the High Court Uniform Rules of Court, as amended from time to time plus an additional surcharge of 35% on fees on a scale as between attorney and client.



INITIAL (SALGA)	INITIAL (SERVICE PROVIDER)
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SALGA's Fee structure for Advocates

	JUNIOR COUNSEL				SENIOR COUNSEL
	0-3 YEARS	3-5 YEARS	5-10 YEARS	+10 YEARS	
DAY FEE (TRIAL)	R15 000.00	R18 000.00	R20 000.00	R26 000.00	R30 000.00
HOURLY FEE (PREPARATION)	R1 500.00	R2 000.00	R2 500.00	R3 000.00	R4 000.00
POSTPONEMENT	R1 500.00	R2 000.00	R2 500.00	R3 000.00	
ATTENDING TO MAKE A SETTLEMENT AN ORDER OF COURT	R1 500.00	R2 000.00	R2 500.00	R3 000.00	

INITIAL (SALGA)	INITIAL (SERVICE PROVIDER)
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