

## SERVICE DELIVERY AGREEMENT

Entered into by and between

### THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER**, she being duly authorized thereto (hereinafter referred to as "the **Municipality**")

**AND**

### STELLENBOSCH ANIMAL WELFARE

Herein represented by **LORNA HUGHES** in her capacity as **CHAIRPERSON**, she being duly authorized thereto (hereinafter referred to as "the **Beneficiary**")

**WHEREAS** the **Municipality** has agreed to allocate the sum of **R 700 000.00 (Seven Hundred Thousand Rand)** to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

**WHEREAS** the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in the attached as **Appendix A**.

### **NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:**

1. The **Municipality** shall effect payment of the sum of **R700 000.00 (Seven Hundred Thousand Rand)** to the **Beneficiary** in a lump sum and the **Beneficiary** accepts the money allocated, subject to the following terms and conditions.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14 (fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.

3. The **Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place in guard against fraud, theft and financial mismanagement.
4. The **Beneficiary** is obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the **Municipality's** assessment process.
5. The **Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. The **Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. The **Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
8. Interest earned must be credited to the account opened in terms of clause 2 and may only be utilized for the purpose/expenditure as listed in Appendix "A".
9. The parties agree that in the event that the funds are not utilized for the purpose for which it was allocated 3 (three) months after the funds were deposited into the bank account of **the Beneficiary**, all funds paid by the **Municipality** must immediately be refunded to the **Municipality**, with all interest accrued.
10. The **Beneficiary** undertakes to retain all expenditure vouchers, including cashed cheques, indicating the expenditure, etc. for audit purposes.

11. The **Beneficiary** undertakes to submit to the **Municipality (Director: Planning & Development)** monthly reports reflecting expenditure incurred against the funds deposited. The **Municipality** retains the right to request more frequent expenditure reports if deemed necessary.
12. Audited financial statements, which disclose the total allocation of funds from **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** for Attention the: **Director: Planning & Development** within three months of the end of the **Beneficiary's** financial year in respect of the financial years for which this agreement is or remains in force.
13. The **Beneficiary**, at least annually, must submit a comprehensive report, prepared by its, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
  - the functions and objectives of the **Beneficiary** organization provided for by law or in terms of this agreement;
  - the extent to which the **Beneficiary** achieved the objectives for which the funds have been provided; and
  - any other appropriate performance information regarding the economical, effective, efficient and appropriate utilization of the funds.
14. In the event that the **Beneficiary** does not comply with any or all of the conditions as set out in this agreement, including **Appendix "A"** attached hereto, the **Municipality** shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, without detriment to any other remedy which may be available to it in law.

15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

**The Beneficiary: Stellenbosch Animal Welfare**  
**Devonvalley Road**  
**Stellenbosch**  
**7599**

**The Municipality: Office of the Municipal Manager**  
**Third Floor**  
**Town Hall Complex**  
**17 Plein Street**  
**Stellenbosch**  
**7600**

Any notice to any party shall be addressed to it at its *domicilium* aforesaid and be sent either by pre-paid registered post or be delivered by hand. In the case of any notice:

- sent by pre-paid registered post, it shall be deemed to have been received, unless the contrary is proved, on the seventh day after posting; and
- delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day or otherwise on the next following business day.

Any party shall be entitled by notice in writing to the other, to change its *domicilium* to any other address within the Republic of South Africa, provided that the change shall become effective only fourteen (14) working days after the service of the notice in question;

Any notice addressed to the **Municipality** shall be required to be addressed to the Municipal Manager, to be deemed to have been effectively delivered of served.

- 16. This agreement constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees of representations, whether verbal or in writing, have been concluded, issued or made, upon which either party is relying in concluding this Agreement, save to the extent set out herein.
- 17. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the parties.
- 18. If any of the clauses of this Agreement or Annexure thereto are found to be invalid or not binding on the parties, such finding will not affect the validity of this agreement and the parties agree to be bound by the other provisions of the agreement.

SIGNED AT .....ON THIS ..... DAY  
OF JUNE 2015.

**THE MUNICIPALITY**  
(Name in capital letters) Duly represented by  
**ELIZABETH CHRISTINA LIEBENBERG** in her  
capacity as **MUNICIPAL MANAGER**

.....  
Signature

**AS WITNESSES:**

1. ....  
.....  
(Name in capital letters)

2. ....  
.....  
(Name in capital letters)

SIGNED AT .....ON THIS ..... DAY  
OF JUNE 2015.

**THE BENEFICIARY**

(Name in capital letters) Duly represented by

**LORNA HUGHES** in her capacity as

**CHAIRPERSON**

.....  
Signature

**AS WITNESSES:**

1. ....  
.....  
(Name in capital letters)

2. ....  
.....  
(Name in capital letters)

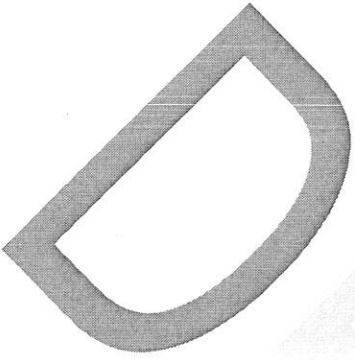
# **APPENDIX A**

**ANNEXURE A: TOURISM PERFORMANCE INDICATORS FOR 2015/16 FINANCIAL YEAR**

Note: By mutual agreement of the parties this annexure will be interpreted as only requiring a single project plan for each Key Strategic Objective and not for each Key Activity: Stellenbosch Animal Welfare

**KEY STRATEGIC OBJECTIVE 1: To create shelter facility for animals in distress**

STRATEGIC GOALS	PERFORMANCE TARGETS	DELIVERABLES	KEY ACTIVITIES	TIMEFRAME
Animals – Dogs and cats	An improved facility for rescued, confiscated, neglected, abused and stray animals.	Improved Facility	Dog Camp Maintenance and buildings Hygienic clinic Facilities Transport burials Repair and maintenance Security of buildings, Adoptions Administration and management Kennelling, cattery, Sterilization Pound	01 July 2015 – 30 June 2016





**KEY STRATEGIC OBJECTIVE 3: LEGISLATIVE COMPLIANCE**

STRATEGIC GOALS	PERFORMANCE TARGETS	DELIVERABLES	KEY ACTIVITIES	TIMEFRAME
<p>Compliance Policy for Bodies Performing a Municipal Function</p>	<p>Compliance to terms and conditions as per Policy for the funding of External Bodies performing a municipal function</p>	<p>The head of the organisation/body must acknowledge in writing to the Municipal Manager that the money allocated was received in its bank account and that the money will be utilised in accordance with the completed and signed MOA, the submitted application and this Policy.</p> <p>The organisation/body shall submit monthly reports on actual expenditure against such transfer, the ward within which activities are conducted as well as the number of people benefiting from the activity to the Municipal Manager.</p>	<p>Activities that will ensure compliance with the Policy for Bodies Performing a Municipal Function.</p>	<p>July 2015 – June 2016</p>

			Compilation of annual report at end of financial year of milestones accomplished in terms of strategic objectives set.
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PS: reports on all deliverables must be submitted no later than one week after the end of every month as well as the visitor statistics for the said month, must be included in the monthly report.  
Financials must be submitted with all reports.

I, Lorna Hughes, hereby agree to the set deliverables given to Stellenbosch Animal Welfare for the application for Bodies Performing a Municipal Function 2015/16 financial year.

Singed.....

Name in full.....

Witness signature .....

Witness name in full.....

Date .....

## SERVICE DELIVERY AGREEMENT

Entered into by and between

### THE MUNICIPALITY OF STELLENBOSCH

Herein represented by **ELIZABETH CHRISTINA LIEBENBERG** her capacity as **MUNICIPAL MANAGER**, she being duly authorized thereto (hereinafter referred to as "the **Municipality**")

AND

### FRANSSCHOEK SPCA

Herein represented by **MAGGI MARJORAM** in her capacity as **CHAIRPERSON**, she being duly authorized thereto (hereinafter referred to as "the **Beneficiary**")

**WHEREAS** the **Municipality** has agreed to allocate the sum of **R 200 000.00 (Two Hundred Thousand Rand)** to the **Beneficiary** and the **Beneficiary** has agreed to accept the money, subject to the conditions stipulated hereinafter;

**WHEREAS** the **Beneficiary** agrees to apply such allocated amount of money for the purposes of funding as set out in the attached as **Appendix A**.

### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The **Municipality** shall effect payment of the sum of **R200 000.00 (Two Hundred Thousand Rand)** to the **Beneficiary** in a lump sum and the **Beneficiary** accepts the money allocated, subject to the following terms and conditions.
2. The **Beneficiary** undertakes to provide the **Municipality** with the details of a separate bank account opened at any registered bank within the Republic of South Africa within 14 (fourteen) days of the date of signing of this agreement in order to allow the **Municipality** to deposit the funds directly into such bank account.

3. The **Beneficiary** herewith confirms that effective, efficient and transparent financial management and internal control systems are in place in guard against fraud, theft and financial mismanagement.
4. The **Beneficiary** is obliged to provide the **Municipality** with a copy of its most recent audited financial statements or audit certificate, prior to the signing of this agreement, as part of the **Municipality's** assessment process.
5. The **Beneficiary** undertakes to prepare financial statements in respect of the financial year/s for which this agreement is or remains in force, and undertakes to have these financial statements audited by a registered accountant.
6. The **Beneficiary** herewith confirms and acknowledges that the funds may only be utilized for the purpose for which it was approved.
7. The **Beneficiary** must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.
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12. Audited financial statements, which disclose the total allocation of funds from **Municipality**, total interest earned and total expenditure, must be forwarded to the **Municipality** (for Attention the: **(Director: Planning & Development)**) within three months of the end of the **Beneficiary's** financial year in respect of the financial years for which this agreement is or remains in force.
13. The **Beneficiary**, at least annually, must submit a comprehensive report, prepared by its, Chief Executive Officer or other most senior member of its management team, as the case may be, pertaining to the funds allocated and which refers to:
  - the functions and objectives of the **Beneficiary** organization provided for by law or in terms of this agreement;
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15. Each of the parties chooses its *domicilium citandi et executandi* for the purposes of the giving of any notice, the serving of any legal process and for any purposes arising from its Agreement at their respective addresses set forth hereunder:

**The Beneficiary: Franschhoek SPCA  
Franschhoek Centre  
Main Road  
Franschhoek  
7690**

**The Municipality: Office of the Municipal Manager  
Third Floor  
Town Hall Complex  
17 Plein Street  
Stellenbosch  
7600**

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SIGNED AT .....ON THIS ..... DAY  
OF JUNE 2015.

**THE MUNICIPALITY**  
(Name in capital letters) Duly represented by  
**ELIZABETH CHRISTINA LIEBENBERG** in her  
capacity as **MUNICIPAL MANAGER**

.....  
Signature

**AS WITNESSES:**

1. ....  
.....  
(Name in capital letters)

2. ....  
.....  
(Name in capital letters)

SIGNED AT .....ON THIS ..... DAY  
OF JUNE 2015.

**THE BENEFICIARY**

(Name in capital letters) Duly represented by

**MAGGI MARJORAM** in her capacity as

**CHAIRPERSON**

.....  
Signature

**AS WITNESSES:**

1. ....  
.....  
(Name in capital letters)

2. ....  
.....  
(Name in capital letters)



# APPENDIX A

**ANNEXURE A: TOURISM PERFORMANCE INDICATORS FOR 2015/16 FINANCIAL YEAR**

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**KEY STRATEGIC OBJECTIVE 1: To create incredible facility for animals in distress**

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Animals	An improved facility for rescued, confiscated, neglected, abused and stray animals.	Improved Facility	Maintenance and buildings Hygienic clinic Facilities Transport burials Repair and maintenance Security of buildings Administration and management fees Kennelling	01 July 2015 – 30 June 2016

**KEY STRATEGIC OBJECTIVE 3: LEGISLATIVE COMPLIANCE**

STRATEGIC GOALS	PERFORMANCE TARGETS	DELIVERABLES	KEY ACTIVITIES	TIMEFRAME
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I, Maggi Marjoram, hereby agree to the set deliverables given to Franschoek SPCA for the application for Bodies Performing a Municipal Function 2015/16 financial year.

Singed.....

Name in full.....

Witness signature .....

Witness name in full.....

Date .....

