

## THIRD ADDENDUM TO THE SERVICE DELIVERY AGREEMENT

### 1. Parties

The parties to this third addendum are:

- 1.1 the West Coast District Municipality ("**District Municipality**");
- 1.2 the Swartland Municipality;
- 1.3 the Bergrivier Municipality; and
- 1.4 the Saldanha Bay Municipality (the parties in 1.2 to 1.4 collectively the "**Local Municipalities**"),

(Each a "**Party**" and collectively the "**Parties**").

### 2. Introduction

- 2.1 The District Municipality and the Local Municipalities previously entered into the following agreements:
  - 2.1.1 a written service delivery agreement on or about 15 July 2008 ("**Original Agreement**"); and
  - 2.1.2 a written addendum to the Original Agreement entitled "Addendum to the Service Delivery Agreement, on or about 23 June 2016 ("**First Addendum**")",
  - 2.1.3 a written second addendum to the Original Agreement entitled "Second Addendum to the Service Delivery Agreement", on or about 23 May 2017 ("**Second Addendum**").

(The Original Agreement as amended by the First and Second Addendum hereinafter referred to as the "**Agreement**").

- 2.2 The District Municipality and the Local Municipalities wish to amend the Agreement further on the terms and conditions set out in this third addendum.

### 3. Amendment

- 3.1 The Agreement is hereby amended by deletion of "10%" in the first line of clause 5.3 and replacing it with "8% (*eight percent*)".
- 3.2 The Agreement is hereby amended by deletion of the text "13 (*thirteen*)" in the second line of clause 7.1 and replacing it with "14 (*fourteen*)".
- 3.3 The Agreement is hereby amended by deletion of clause 8.6.2.



- 3.4 The Agreement is hereby amended by deletion of the text "*and upgrade*" in the first line; and "*or upgrading*" in the seventh line; and "*and upgrading*" in the tenth line of clause 8.6.3.
- 3.5 The Agreement is hereby amended by deletion of "*Schedule C*" in the third line of clause 8.6.4 and replacing it with "*the asset register of the District Municipality insofar as it relates to the water services*".
- 3.6 The Agreement is hereby amended by deletion of "*10 (ten) percent*" in the fourth line of clause 10.1 and replacing it with "*8% (eight percent)*".
- 3.7 That consumers whom receive water directly from and get billed for by the West Coast District Municipality be phased out over time commencing 1 July 2019.

**4. General**

- 4.1 Words and phrases defined in the Agreement bear corresponding meanings in the second addendum, unless clearly inconsistent with or otherwise defined in this third addendum.
- 4.2 Save as amended in terms of this third addendum, the provisions of the Agreement shall remain unchanged and binding upon the Parties.
- 4.3 In the event of a conflict between the provisions of this third addendum and the Agreement, the provisions of this third addendum shall take precedence and be duly implemented by the Parties.
- 4.4 No variation of this third addendum shall affect the terms hereof unless such variation shall be reduced to writing and signed by each of the parties.
- 4.5 This third addendum contains the entire agreement between the Parties relating to the matters recorded herein and no Party shall be bound by any undertakings, representations, warranties, promises or the like not recorded in this third addendum.
- 4.6 This third addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one Instrument.

Signed at Mooreburg on 19 July 2019.

Witness

for WEST COAST DISTRICT MUNICIPALITY

1. Bester

Soubeyf

2. [Signature]

Duly authorised and warranting such authority

*[Handwritten initials and signatures]*

Signed at Saldanha on 21 June 2019.

Witness

for SALDANHA BAY MUNICIPALITY

1. M. van der Merwe

[Signature]  
Duly authorised and warranting such authority

2. [Signature]

Signed at Saldanha on 21/06/ 2019.

Witness

for SWARTLAND MUNICIPALITY

1. [Signature]

[Signature]  
Duly authorised and warranting such authority

2. [Signature]

Signed at Piketberg on 19 June 2019.

Witness

for BERGRIVIER MUNICIPALITY

1. [Signature]

[Signature]  
Duly authorised and warranting such authority

2. [Signature]

[Handwritten notes and signatures]