



**LESEDI LOCAL MUNICIPALITY herein represented by  
(hereinafter referred to as the Client) ;**

**And**

**LATERAL UNISON INSURANCE BROKERS (PTY) LTD, company registration  
number 2004/008133/07 (hereinafter referred to as the "Service Provider").**



In respect of Short Term Insurance intermediary services for the Client:

**Preamble**

**Whereas:**

- (a) This contract is for the Short Term Insurance and Intermediary services.
- (b) The parties wish to record the terms and conditions that shall govern the relationship between the parties in light of the requirements of the Bid document.

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**It is therefore agreed as follows:**

**1. Interpretation**

The headings of the paragraphs in this Agreement are for purposes of reference only and shall not be used in the interpretation thereof, unless a contrary intention clearly appears.

The singular includes the plural and vice versa.

The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely: P O Box 201, Heidelberg, 1438

- 1.1. "Agreement" means this agreement, also referred to as the Service Level Agreement/SLA, and include any annexures attached hereto;
- 1.2. "Client" means: Lesedi Local Municipality and its authorised representatives,
- 1.3. "Service Provider" means : Lateral Unison Insurance Brokers (PTY) LTD, Registration Number 2004/008133/07, an authorised Financial Services Provider FSP Number 17169; a company conducting its business at 6 on 1st, Dunvegan, Edenvale, 1609, PO Box 75223, Bedford Gardens, 2047;
- 1.4. "Party/Parties" means the contracting entities to this Agreement, being the Service Provider and the Client or its/their authorised representative/s;
- 1.5. "Services" means the Insurance brokerage, Risk Management, Risk Control and Transformer Maintenance, and the financial services in terms of this Agreement;
- 1.6. "Business day" means any working day, excluding Saturdays, Sundays and public holidays;
- 1.7. "Commencement date" means the date on which the parties commenced with the performance of their obligations, namely 01 August 2018
- 1.8. "Contract price" means the total amount of fees that will be charged by the Service provider, including disbursements and VAT, for the Performance of the services in terms of this Agreement;

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- 1.9. "Contract price" means the total amount of fees that will be charged by the service provider, including disbursements and VAT, for the performance of the services in terms of this Agreement;
- 1.10. "Key Result" means an indicator or yardstick in terms of which the service provider's successful performance of its obligations may be measured;
- 1.11. "Methodology" means the professional expertise and the system of methods required by the service provider to perform the obligations set out in terms of this agreement;
- 1.12. "Prime rate" means the variable interest rate as charged and calculated by the service provider's bankers from time to time;
- 1.13. "Project" means the services to be performed by the service provider in terms of the Tender and the corresponding obligations to be fulfilled by the client;
- 1.14. "Project Plan" means the services to be performed by the service provider in terms of the successful completion of the project;
- 1.15. "Services" means the professional work to be performed by the Service Provider in the Bid Document.
- 1.16. "Insurer" means Lion of Africa Insurance Company or any such Insurance company as may be engaged in terms of clause 12.4
- 1.17. "Policy" means the insurance cover as underwritten by the Insurer; and
- 1.18. "Asset Risk Management Services" means the identification, assessment and prioritization of risks, followed by a coordinated and economical application of resources to minimize or control the probability of occurrence and the impact of negative events.
2. Figures are referred to in numerals and letters and if there is any conflict between the two then the letters shall prevail.

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3. Expressions defined in this Agreement shall bear the same meanings in schedules or annexures to this Agreement, which do not themselves, contain their own definitions.

4. **Appointment and Duration**

- 4.1. The Accounting officer hereby appoints the Service Provider to provide a brokerage service for short term insurance cover as set out on the Bid Document, which shall form part of this agreement and shall be read as if herein specifically incorporated, and further, as more fully expounded on in the bid documents.
  - 4.1.1 The Accounting officer confirms that the service provider was appointed in terms of the accepted General Procurement Guidelines for public service administration of the Republic of South Africa.
  - 4.1.2 That the Accounting officer has satisfied himself that there was no abuse of supply chain regulations in appointing the service provider.
  - 4.1.3 That the Accounting officer has satisfied himself that the service provider and its directors are not one of the prohibited people or persons in terms of the Supply chain management Regulation 44 of the MFA Regulations.
- 4.2. Notwithstanding the date of signature hereof, this agreement shall commence on 01 August 2018 and shall endure for a period of three **(3) years terminating on 31 July 2021**, as per service provider's bid proposal and client's letter of appointment, however subject to periodic review of the asset register by the Service Provider.
- 4.3 However, the Accounting officer, may consider to extend the contract period and scope of work of the service provider in line with relevant regulations and guidelines and the urgent needs of the municipality.

5. **Products and Services**

The Service Provider shall at all times provide a high standard of professional service, and in doing so, shall:

- 5.1. Render services honestly, fairly, with due skill, care and diligence;
- 5.2. Pay due regard to the interests of the Client;

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## 6. Reciprocal Obligations

The Parties hereby undertake, in favour of each other, to:

- 6.1. Pay due regard to each other's information needs and communicate information to the other in a way that is factually correct, clear, fair and not misleading;
- 6.2. Avoid conflicts of interest or where applicable, ensure that such conflict of interest is disclosed and managed fairly;
- 6.3. Provide information timeously and expeditiously to afford the other Party the opportunity to make an informed decision;
- 6.4. Take reasonable care to establish and maintain systems and controls appropriate for the implementation of this Agreement;
- 6.5. Deal with each other's information in a confidential manner.

## 7. Business Relationship

- 7.1. The Parties hereby record that they are independent from each other and therefore, their business relationship is that of "independent contractors".
- 7.2. The Client undertakes not to circumvent the Service Provider in directly interacting with the insurance underwriter.
- 7.3. The terms agreed to herein are the only terms comprising part of the Services and shall be the only terms by which the Service Provider is bound to perform and they supersede any previous terms and conditions between the Parties.
- 7.4. Any other specific requests by the Client shall be agreed to by both Parties and committed to in writing.
- 7.5. All other terms, conditions, alterations or amendments to these terms, in order to be valid, must be in writing, signed by both Parties; and will be added to this Agreement as an addendum.

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- 7.6. The services rendered by the Service Provider may include:
- 7.6.1. Performing services as intermediary under the Short-term Insurance Act 1998 (as amended from time to time), entering into, varying or renewing short-term policies and maintaining, servicing and dealing with the policies as intermediary on Client's behalf, collecting or accounting for premiums paid by Client and receiving, submitting or processing claims under the policies on the Client's behalf subject to the receipt of accurate and reliable information from the Client;
  - 7.6.2. In order to expedite claim settling and to evaluate administration on behalf of the Client, the Service Provider undertakes to register claims, follow up on assessors and quotations from various suppliers in order to reduce the risk and cost to the Client;
  - 7.6.3. Performing other insurance, reinsurance and risk management services as a broker or advisor as discussed and agreed with the Client from time to time;
  - 7.6.4. Handling all aspects of the Client's insurance and risk management requirements which will be agreed and reviewed from time to time.

8. **Communications/Notices**

- 8.1. All Client's instructions and notices to the Service Provider shall be in writing. In urgent cases oral instructions may be accepted but must be confirmed in writing within 24 hours. Acknowledgement of receipt of instructions should be confirmed by the Service Provider in writing within a reasonable time.
- 8.2. In circumstances where the Service Provider has provided the Client in writing with advice, proposals, recommendations or premium quotations, no cover can be placed and accepted by Insurers without the Client's written instructions to arrange cover.
- 8.3. Electronic communications and facsimiles received after normal business hours shall only be deemed to have been received on resumption of normal business hours the following business day.

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9. **Proposal Form/Risk Questionnaire**

- 9.1 For certain classes of insurance, the Client will be required to complete a proposal form and/or risk questionnaire.
- 9.2. The Service Provider will provide the Client with guidance on completing the form; however the Service Provider cannot complete forms on Client's behalf and accordingly, accepts no liability or responsibility in respect of the correctness and/or completeness of the information provided by the Client.
- 9.3. The Client will complete the form fully and accurately and shall pay particular attention to its duties of disclosure as it is essential that the Service Provider and the Insurers are fully informed of all material facts before placing any cover on the Client's behalf.

10. **Cancellation of Appointment**

- 10.1. This Agreement may be terminated by either party by giving a written 90 days' notice for its intention to do so: only after the following events have been fulfilled:
- 10.2. If either party commits a material breach of any of the terms of this Agreement which is not remedied within 60(sixty) working days from date of receipt of notification calling upon the defaulting Party to rectify the breach.
- 10.3. In the event of a mid-term termination of this Agreement the Service Provider shall finalise any outstanding claims and complete any work in progress at fee agreed to in terms of this contract. Any new claims and other work undertaken after the expiry of the current insurance period or after termination in terms of clause 10.1 and 10.2 shall be charged out at rates of remuneration to be agreed between the parties. In this regard, the Service Provider will:
- 10.3.1 Be entitled to be paid all remuneration earned up to the date of termination inclusive of the notice period, except in circumstances of a proven material breach by the Service Provider.
- 10.3.2. Where annual premiums are paid, whether commission or fee based, and the appointment is cancelled within 6 months of inception or renewal, be refunded the annual fee/commission on a pro-rata basis.
- 10.3.3. Return to the Client a copy of the Client's archived policy documents. In respect of all other information, the Client shall only be entitled to copies of information not proprietary to the Service Provider.

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**11. The Client's Duty of Disclosure**

- 11.1. It is the Client's responsibility to disclose to Insurers via the Service Provider all material information when obtaining cover, whether or not a proposal or other forms are completed.
- 11.2. Information is material if it would or may reasonably be expected to affect the insurer's assessment of the risk whether from the perspective of the premium, or the terms of acceptance of any risk, or if the misrepresentation/non-disclosure induces the insurer to enter into the contract of insurance on particular terms or prevents the insurer from forming its own view as to the effect of such risk information on its assessment. The Client is obliged to remedy such non-disclosure.
- 11.3. The insurer is not obliged to make enquiries about material risk information; the onus falls upon the Client as the insured.
- 11.4. If material information is omitted or misrepresented, the Insurer shall have the right to declare the insurance policy void. This will mean there is no longer an insurance policy and no claims will be paid. It is, therefore, extremely important that the Client takes care to provide accurate and complete information to enable the Insurers to accurately assess the risk.
- 11.5. The duty of disclosure arises when the insurance is first taken out and also every time the Client renews or amends this agreement. The policy may also include a requirement to advise the Service Provider and the Insurer of any material changes to the Client's risk profile throughout the term of the policy as soon as reasonably possible.
- 11.6. Prior to inception of this agreement or renewal thereof the Client must advise the Service Provider and the Insurer of all known incidents which reasonably could give rise to claims not yet reported. This is material information and non-disclosure to the Insurer and the Service Provider prior to inception or renewal date may result in claims being repudiated or cover being voided or alternatively re-negotiation of premium and other policy terms.

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12. **Scope of Proposed Insurance**

The Service Provider shall ensure that it:

- 12.1. Arranges the required insurance cover in accordance with the Client's needs.
- 12.2. Explains to the Client the scope and intention of the cover sought and the relative costs of insurance;
- 12.3. Explains the key features of the insurance proposed, including the scope of cover, sums insured and indemnity limits, any significant or unusual restrictions, exclusions conditions or obligations and the period of the cover;
- 12.4. Discloses to the Client the details of the participating Insurer, which may vary from time to time;
- 12.5. Meets the Client's Insurance requirements, and in circumstances where this is not possible, inform the Client of the differences between the insurance requirements required by the Client and the insurance cover that the Service Provider is able to secure.

13. **Confirmation of Cover and Quotations**

- 13.1. The Service Provider will, as soon as possible after the signature of this agreement, provide the Client with the original of the insurance policy, as evidence of the insurance cover being in place.
- 13.2. The cover is only in force once the insurer has accepted the risk and confirmed to the Service Provider that they are on cover.
- 13.3. Insurers may hold the Client covered, at terms to be agreed, after inception or renewal of cover due to the late conclusion of renewal terms. Such hold covered arrangement will cease once the renewal terms have been agreed with Insurers and the Service Provider has received confirmation that Insurers are on risk.
- 13.4. If any changes are required to be made to the insurance cover during the insurance period, the Client shall contact the Service Provider immediately to enable the Service Provider to advise the Insurers, secure any other information that may be required by the insurer and obtain their approval to underwrite the said changes.

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13.5. In cases where the Service Provider is required to provide estimated terms without approaching the market, the final premium and/or cover cannot be confirmed until the Service Provider has reached an agreement for the costing with insurers and placed the cover.

14. **Premiums**

14.1 payment of insurance premiums must be made either annually or on or before the first day of every month.

14.2 failure to do so without prior arrangement with the service provider shall amount to a breach of contract and may result in the claims emanating within that period of non-payment , being repudiated by the underwriter without any liability extending to the service provider, until such time the premiums are up to date.

14.3 all invoices rendered for any additional services shall be payable within 30 days failing which the service provider shall be entitled to withhold any further services, reports and or supply of any equipment until payments have been made, failing which the service may elect to pursue its rights in law without jeopardising the terms of the agreement.

15. **Remuneration and Disclosure of Earnings**

15.1. The Service Provider will:

15.1.1. Provide details of the premium costs of each of the policies offered.

15.1.2. In accordance with Insurance legislation, be entitled to any interest it is able to earn through management of premium balances held on behalf of insurers.

15.1.3 The Service Provider's remuneration includes the costs of servicing and handling insurance claims which can reasonably be expected to increase in the normal course of the Client's business, based on the past reported claims history.

15.2. The Service Provider shall in addition to the services referred to in clause 15.1.3 above, be entitled to be remunerated by the Client for any Asset Risk management Services and Transformer maintenance and functions that may be required from time to time on a time and material basis.

15.3. The Service Provider reserves the right to charge a fee for its services if the Client ceases to be a Client, either by agreement or in terms of clause 11.3 above, but

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wishes the Service Provider to continue handling outstanding claims on its behalf after the expiry of the current insurance period and the Service Provider agrees to do so.

- 15.4. In order to fulfil its obligations in terms of this agreement the Service Provider may secure services of third parties from time to time.
- 15.5 The Service Provider will obtain the Client's and/or Insurer's prior approval, as may be applicable, to use the services of external professional loss adjusters, professional consultancy services and Claims Procurement services.

16. **Claims**

- 16.1. The Insurance policy will describe the procedures and conditions associated with the preparation and formulation of a claim. It is essential that the Services Provider is notified in accordance with the underlying policy conditions of any incident, or circumstances, which could give rise to a claim. In the event of late notification to the Service Provider the insurers may decide to repudiate a claim in terms of the policy or on the basis that their interests have been prejudiced by the delay. When notifying the Service Provider, the Client must include all material facts concerning the claim.
- 16.2. The Service Provider shall:
  - 16.2.1. Give the Client guidance on pursuing a claim under the relevant policy or relevant policies;
  - 16.2.2 Confirm within 24 hours that the claim has been registered;
  - 16.2.3 Finalise claims with a quantum of less than R 10 000.00 within 7 (seven) working days;
  - 16.2.4 In the event an assessor is to be appointed do so within 5 (five) working days;
  - 16.2.5 Ensure that payment of claims, shall be finalised within 7 (seven) working days of submission of the invoice.
  - 16.2.6. Handle claims and keep the Client informed of progress;
  - 16.2.7. Inform the Client in writing if the Service Provider is unable to deal with any part of a claim;

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- 16.2.8. Collect and pay over claim payments to the Client, without delay, once a claim has been agreed, settled and paid by Insurer(s).
- 16.3. The settlement of claims will be dependent upon collection of claim payments from Insurers. Interim payments may be made during the negotiation process with an Insurer, however, the Service Provider cannot be held responsible for the delay by Insurers in facilitating or processing payment of any claim or for non-payment in the event of insolvency of an Insurer. The Service Provider is not liable for payment of interest on outstanding or delayed claim payments.
- 16.4. The insurance policy sets out the various terms, conditions, warranties and exclusions relating to the cover. In the event of a claim it is the only document which can be used to determine whether or not a claim is payable.

17. **Retention of Policy and Claim Documentation**

- 17.1 At the Client's election, the Service Provider will retain the original copy of the insurance contract(s) which it arranges on the Client's behalf in accordance with its statutory obligations. The Service Provider will automatically destroy policy records after these retention periods have lapsed, unless the parties agree otherwise. The Service Provider will provide this service for as long as the Client remains a client. In the event of the Client terminating the Service Provider's, all archived policy documentation will be returned to the Client.
- 17.2 The Client shall be consulted about any policy amendments prior to such being effected.

18. **Financial Soundness of Insurers**

The Service provider shall take reasonable due care to assess the financial soundness of the proposed Insurers and reinsurers and may from time to time recommend using public information, including that produced by recognised rating agencies. Notwithstanding this, the Service Provider cannot and does not guarantee the future financial ability of any Insurer or reinsurer to meet policyholder claims. The Service Provider shall keep Client informed of any material concerns which it may have with regard to the Insurer's financial soundness and possible alternative options.

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19. **Limitation of Liability**

In the event of the Client suffering any loss or damage arising out of or in any way related to the Service Provider's performance or non-performance in terms of this Agreement whether arising out of any cause including negligence or recklessness, the Service Provider's liability shall be limited to a maximum amount of R25 000 000 (Twenty Five Million Rand) in respect of any one claim or cause of action and in the annual aggregate in terms of the insurance period.

20. **Miscellaneous**

- 20.1. In the event that any term or provision of this Agreement is found to be invalid, unlawful or unenforceable, such term or provisions will be severable from the remaining terms of the Agreement which will continue to be valid and enforceable.
- 20.2. Any agreement that seeks to modify this Agreement and/or other agreements shall only be binding in the event that same are executed in writing and signed by a duly authorised representative of both Parties.

21. **Dispute Resolution**

In the event of any dispute arising out of or relating to this Agreement, the parties will attempt to reach an amicable settlement of their differences. Failing such settlement the dispute shall be referred to arbitration and settled by arbitration according to the rules then in effect of the Arbitration Foundation of Southern Africa. Such arbitration shall be held in Johannesburg, and shall be conducted in the English language before an Attorney or Advocate practising for a period not less than 5 years. The arbitration will be governed by and interpreted in accordance with the laws of the Republic of South Africa and any award will be final and not subject to appeal. This agreement to arbitrate shall be enforceable in, and judgment upon any award may be entered in any court of the Republic of South Africa having appropriate jurisdiction. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect. These provisions shall not prevent either party from approaching any court or other judicial forum having appropriate jurisdiction to obtain urgent injunctive or other relief in cases of urgency.

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22. **Confidentiality**

- 22.1. Each party acknowledges that by reason of its relationship with the other party under this Agreement it may have access to certain information and materials concerning the other party's business, plans, customers, clients, suppliers, technology and products that are confidential and of substantial value to such party ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties.
- 22.2. Each party agrees to maintain in confidence all Confidential Information received from the other, both oral and written, and agrees not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party. Each party agrees to use the Confidential Information only for the purpose of performing its obligations under this Agreement.

23. **Force Majeure**

- 23.1. Neither party ("the Delayed Party") will be liable for any failure or delay in its performance under this Agreement due to causes which are beyond its reasonable control, including (without being limited to) an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, failure of equipment, disruption or failure of telecommunications or electricity services, lack of Internet access, sabotage and governmental action (hereinafter referred to as "Force Majeure Event"), provided that the Delayed Party:
- 23.1.1. Could not have prevented such failure or delay by taking reasonable precautions;
- 23.1.2. Gives the other party prompt written notice of the Force Majeure Event, including a description of the nature thereof and its likely effect on the Delayed Party's obligations under Agreement; and
- 23.1.3. Uses its best efforts to correct such failure or delay in its performance as soon as may be reasonably possible.
- 23.2. If a party is prevented from performing its obligations under this Agreement by a Force Majeure Event, performance of those obligations are suspended only to the extent that performance is reasonably prevented by the Force Majeure Event.
- 23.3. If a suspension under clause 24.2 exceeds 20 (twenty) Business Days, the other party will be entitled to terminate this Agreement forthwith by means of written notice to such effect to the Delayed Party.

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**24. NOTICES**

- 24.1. The Parties choose the addresses as set out in clauses 1.2 and 1.3 of this Agreement as their respective addresses for the purposes of giving any notice, the payment of any sum, the serving of any process and for any other purpose arising from this Agreement.
- 24.2. All notices under this Agreement will only be valid if in writing and will be deemed to have been given:
- 24.2.1. when delivered by hand, on the date of delivery;
  - 24.2.2. when sent by telex or facsimile or email, on the first business day following the day of confirmed transmission;
  - 24.2.3. when sent by registered or certified mail, return receipt requested, 5 (five) business days after the date of posting; and
  - 24.2.4. when deposited with a commercial overnight carrier specifying next day delivery, with written verification of receipt, on the first Business Day following the day of deposit.
- 24.3. All communications will be sent to the parties' addresses referred to in clauses 1.2 and 1.3 of this Agreement or to such other street address within the Republic of South Africa as may be designated by a party giving written notice to the other party.

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25. **GENERAL**

- 25.1. This Agreement will be interpreted and governed by the laws of the Republic of South Africa, without reference to conflict of laws principles.
- 25.2. The relationship of the Service Provider and the Client established by this Agreement is that of independent contractors and nothing contained in this Agreement will be construed to constitute the parties as agents, partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 25.3. This Agreement, including the annexures hereto, constitutes the entire agreement between the parties and supersedes and cancels all previous and contemporaneous agreements with respect to the subject matter hereof and unless specifically provided otherwise, no amendment or modification to this Agreement will be effective unless reduced to writing and signed by both Parties.
- 25.4. No extension of time or indulgence which either Party ("the grantor") may grant to the other ("the grantee") will constitute a waiver of any of the rights of the grantor, who will not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- 25.5. No failure or delay on the part of either party in exercising any right, power or privilege will constitute a waiver of such right, power or privilege, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege.
- 25.6. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The Parties agree to renegotiate any term held invalid and to be bound by the mutually agreed substitute provision.
- 25.7. The Service Provider shall not sub-contract, cede or alienate this agreement or any portion thereof or interest therein, unless written permission by the Client is granted on such terms and condition as the Client may deem fit.
- 25.8. This Agreement may be executed in one or more counterparts, all of which, taken together, will constitute one and the same agreement on condition that both parties agree to such.
- 25.9. Clause headings, when used in this Agreement, are for convenience only and will not be used in its interpretation.

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- 25.10. Words and expressions defined in any sub-clause will, for the purposes of the clause of which that sub-clause forms part, bear the meaning assigned to it in such sub-clause.
- 25.11. In this Agreement, unless the context clearly indicates a contrary intention, any expression which denotes one gender will include the other, a natural person will include a juristic person and other created entities and vice versa, the singular will include the plural and vice versa, the words and expressions contained in this Agreement will bear the meanings assigned to them and related words and expressions will bear corresponding meanings.
- 25.12. The Parties hereby undertake to cooperate with each other in the implementation of the Services. Therefore, each party shall execute all actions required by the other and shall, without limitation, complete and/or sign all relevant documentation and provide all information as requested.

26. **Money Laundering**

The Service Provider is obliged to take reasonable steps to safeguard the Client against the risk of financial crimes. To help achieve this, the Service Provider may need to ask the Client to provide additional information in relation to any insurance transactions the Client asks the Service Provider to undertake.

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**For And on Behalf of Lateral Unison Insurance Brokers (Pty) Limited:**



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**Ms. MATSHEDISO SELI**

**TENDER DEPT MANAGER**

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**WITNESS**

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**WITNESS**

**For And on Behalf of LESEDI LOCAL MUNICIPALITY:**



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**ADVOCATE GUGU THIMANE  
MUNICIPAL MANAGER**

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