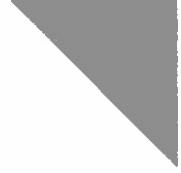


Annexure 19.1



PNA Plettenberg Bay
P.O. BOX 301
PLETTENBERG BAY
Vat No: 4840187981

Tax Invoice

Sale#: 378964 T111: 1
Date/Time: 17/10/2017 10:52:54

Qty	Desc	Total
-----	------	-------

Account: 112
Name: INTERNET PAYMENT INVOICE
Address:

Telephone:
VAT No:
Order number: MAKHAYA MANA 0798533485
Cur: R 3 763.20 30 : R 242.99
80 : R 0.00 90 : R 6 017.73
120: R 0.00 150: R 0.00
180: R 0.00 TOT: R 10 023.92

Signature: 

Print Name: M. MANA

PEN PAPER MATE FLEXGR61.0 1829.39
3501170767580
PEN PILOT SUPERGRIP G23.0 528.77
4902505524400
PEN PILOT BALL G2 2.00 67.98
4902505183186

SubTotal: 2426.14

2426.14

Change 0.00
Vat Included 297.85
Cashier 4 | BRENDA

THANK YOU FOR SHOPPING AT PNA.
WE HOPE TO SEE YOU AGAIN SOON.

Tel: (044) 5334917 ; Fax: 5334918

*Mak haya
i Mana
[Redacted]
Advisor in the
Mayor's office
9/11/18 will
follow up*



2

4

2

4



pnaplett@global.co.za

From: Dave Swart <[REDACTED]@telkomsa.net>
Sent: Friday, 23 February 2018 07:56
To: P N A Piettenberg Bay
Subject: FW: M. Mana
Attachments: File.PDF

Flag Status: Flagged

Hello David

For info.

Regards

Dave Swart
Mobile: [REDACTED]
Fax: 086 696 2753



This e-mail contains privileged and confidential information intended for the use of the addressees named above. If you are not the intended recipient of this e-mail, you are hereby notified that you must not disseminate, copy or take any action in respect of any information contained in it. If you have received this e-mail in error, please notify the sender immediately by e-mail and immediately destroy this e-mail and its attachments.

From: Vincent Bongani Mkhefa [mailto:vmkhefa@plett.gov.za]
Sent: 22 February 2018 07:53
To: Makhaya Mana
Daluxolo Ncame; Johnny Douglas; Dave Swart
Subject: FW: M. Mana

Good Morning Smuts

I have received the email below regarding the purchase you did of stationary from PNA on behalf of the municipality without following SCM process.

The service provider is now frustrated because you are not honouring the arrangement you made. Please ensure that you pay this service provider before end of next week Monday or I will be forced to deduct this from your salary and pay the service provider.

You cant go out and transact on behalf of the municipality without following SCM process. As you can see the email trail below the supplier tried in vain to get you to pay your account.

Regards

From: Dave Swart [mailto:[\[REDACTED\]@telkomsa.net](mailto:[REDACTED]@telkomsa.net)]
Sent: Wednesday, February 21, 2018 1:50 PM
To: Vincent Bongani Mkhefa <vmkhefa@plett.gov.za>

Cc: Johnny Douglas <jdouglas@plett.gov.za>
Subject: FW: M. Mana

Hello Mr Mkhafa

I am not sure who I should address this issue to and how this matter should be addressed.

The below mail and attached invoice was sent to me by the owner of PNA stationers at Market Square, Mr David Wilms.

This official from the Mayor's office purchased stationery items apparently for matrics just prior to last year's matric exams. This was apparently on behalf of the municipality with a promise that the municipality would settle the invoice.

Mr Wilms discussed this with me after the fact and I advised him at the time that this is unauthorised and the municipality does not conduct purchases in this manner and Mr Mana cannot act in this manner without following supply chain processes.

Since then Mr Wilms has tried to recover this money and as you can see from the mail below, is not having any success.

Please advise how Mr Wilms should proceed with this matter.

Regards

Dave Swart
Councillor
Ward 2
Bitou Municipality
Mobile: [REDACTED]
Office: 044 501 3173
Fax: 044 533 4716

Please 'like' my Facebook page for updates of items affecting Ward 2 and the Bitou area:
<https://www.facebook.com/CouncillorDaveSwart/>

This e-mail contains privileged and confidential information intended for the use of the addressees named above. If you are not the intended recipient of this e-mail, you are hereby notified that you must not disseminate, copy or take any action in respect of any information contained in it. If you have received this e-mail in error, please notify the sender immediately by e-mail and immediately destroy this e-mail and its attachments.

From: pnaplett@global.co.za [mailto:pnaplett@global.co.za]
Sent: 20 February 2018 09:42
To: [REDACTED]@telkomsa.net
Subject: M. Mana

Hi Dave,

Further to our conversation regarding Mr. Mana.

Herewith the signed invoice dated 17/10/17 for R 2 426.14.

He assured me at the time that he was authorised to buy the pens for the Mayor's office. We have phoned him numerous times, but to no avail.

Could you please assist?

Kind regards,

David



From: PNA Plett
Sent: Friday, October 13, 2017 10:50 AM
To: andisiwe@pletttourism.com
Subject: RE: QUOTATION FOR ITEMS

Hi Andy,

We don't have all the products in stock, I can have it here on Monday.

Regards,

David

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Thursday, 12 October 2017 1:20 PM
To: pnaplett@global.co.za
Cc: kwanokuthulacpf@executivemail.co.za
Subject: FW: QUOTATION FOR ITEMS

Please send us an invoice so that we can pay, Ntomboxolo here cced will pick up these.
Thank you
Andy

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Thursday, 12 October 2017 10:04 AM
To: 'pnaplett@global.co.za' <pnaplett@global.co.za>
Subject: RE: QUOTATION FOR ITEMS

Hi David
Thanks a lot I have received your response.
Regards
andy

From: pnaplett@global.co.za [<mailto:pnaplett@global.co.za>]
Sent: Wednesday, 11 October 2017 4:09 PM
To: andisiwe@pletttourism.com
Subject: Re: QUOTATION FOR ITEMS

Hi,

Herewith our quotation as requested,

- Pens 270 x R 1.60 = R 432.00
- Rulers 270 x R 1.40 = R 378.00
- Pencils 270 x R 1.20 = R 324.00
- Rubbers 270 x R 1.20 = R 324.00

Total	R 1458.00 vat included
-------	------------------------

Please let me know if there is anything else you may require.

Kind regards,

David

From: Andisiwe Nonkosana
Sent: Wednesday, October 11, 2017 11:34 AM
To: Andisiwe Nonkosana
Subject: QUOTATION FOR ITEMS

Good Afternoon

If you could kindly please send me a quotation on items listed below from your cheapest in store.

- 270 - pens
- 270 - rulers
- 270 - pencils
- 270 – rubbers

Thank you
Regards
Andy



Virus-free. www.avast.com

Annexure 19.4



From: Thandi Mabukane <thandi@pletttourism.com>
Sent: Wednesday, February 13, 2019 14:54
To: manager@pletttourism.com
Cc: andisiwe@pletttourism.com
Subject: FW: QUOTATION FOR ITEMS
Importance: High

Thandi Mabukane | Office | thandi@pletttourism.com | Tel: 044 533 4065

plet
it's a feeling!



PLETT SUMMER | Plett Rage | Robberg Fine Foods Regatta | Sabrina Love | Music Colour Run | Plett Polo | Kia ITF

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Thursday, 12 October 2017 10:04 AM
To: Thandi <thandi@pletttourism.com>
Subject: FW: QUOTATION FOR ITEMS
Importance: High

From: Village Bookshop [<mailto:villagebookshop@telkomsa.net>]
Sent: Thursday, 12 October 2017 9:18 AM
To: andisiwe@pletttourism.com
Subject: RE: QUOTATION FOR ITEMS
Importance: High

QUOTATION

Eraser R2.80 X 270 = R756.00

PENCIL R2.40 X270 = R648.00

PEN R2.40 X270 = R648.00

RULER R3.00 X270 = R810.00

Regards,
Amber.

The Village Bookshop
1 Yellowwood Centre
Main Street
Plettenberg Bay
6600
South Africa

Tel.No. 044 533 1450

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Wednesday, 11 October 2017 4:06 PM
To: 'Village Bookshop'
Subject: RE: QUOTATION FOR ITEMS

Hi there sorry we don't have a fax number.
Regards
Andy

From: Village Bookshop [<mailto:villagebookshop@telkomsa.net>]
Sent: Wednesday, 11 October 2017 2:38 PM
To: andisiwe@pletttourism.com
Subject: RE: QUOTATION FOR ITEMS
Importance: High

Please send me your fax number.

Thank you

The Village Bookshop
1 Yellowwood Centre
Main Street
Plettenberg Bay
6600
South Africa
Tel.No. 044 533 1450

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Wednesday, 11 October 2017 11:34 AM
To: Andisiwe Nonkosana
Subject: QUOTATION FOR ITEMS

Good Afternoon

If you could kindly please send me a quotation on items listed below from your cheapest in store.

- 270 - pens
- 270 - rulers
- 270 - pencils
- 270 – rubbers

Thank you
Regards
Andy



Virus-free. www.avast.com

Annexure 19.5



From: Thandi Mabukane <thandi@pletttourism.com>
Sent: Wednesday, February 13, 2019 14:55
To: manager@pletttourism.com
Cc: andisiwe@pletttourism.com
Subject: FW: PARK AVENUE STATIONERS

Thandi Mabukane | Office | thandi@pletttourism.com | Tel: 044 533 4065

plett
it's a feeling!



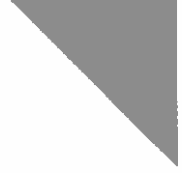
PLETT SUMMER | Plett Rage | Robberg Fine Foods Regatta | Sabrina Love | Music Colour Run | Plett Polo | Kia ITF

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Thursday, 12 October 2017 10:10 AM
To: Thandi <thandi@pletttourism.com>
Subject: PARK AVENUE STATIONERS

PARK AVENUE STATIONERS cc

BAL R 10.50 =R2835.00
PENC R2.40 =R648.00
RUL R1.00 = R270.00
ERA R2.05 = R553.50

V.A.T. R 602.91
INVOICE TOTAL =R4909.41



From: Andisiwe Nonkosana <andisiwe@pletttourism.com>
Sent: Wednesday, February 13, 2019 14:56
To: manager@pletttourism.com
Subject: FW: Amount payable to PNA

Hi Cindy, please see the email below.

Thank you

From: Andisiwe Nonkosana [<mailto:andisiwe@pletttourism.com>]
Sent: Wednesday, 18 October 2017 4:45 PM
To: Liz Phillips <finance@pletttourism.com>
Subject: FW: Amount payable to PNA

Hi Liz
Please find here attached copy of invoice.
Thank you
Regards
Andisiwe

From: pnaplett@global.co.za [<mailto:pnaplett@global.co.za>]
Sent: Tuesday, 17 October 2017 2:39 PM
To: andisiwe@pletttourism.com
Subject: Fw: Amount payable to PNA

From: pnaplett@global.co.za
Sent: Tuesday, October 17, 2017 2:28 PM
To: andisiwe@pletttourism.com
Subject: Amount payable to PNA

Hi Andisiwe

Herewith copy of Invoice 377006 for the amount of R1458.00 as quoted.

Herewith also copy of Invoice 3776964 for the amount of R2426.14 as requested by the mayor and collected by Mr. M. Mana.

Our bank details as are follows:

Name of account: Wilms Family Stationery CC t/a PNA Plettenberg Bay
Bank: Absa
Account No.: [REDACTED]
Branch code: [REDACTED]

Kindly let us have proof of payment once the amount has been paid.

Thanks very much.

Kind regards

David
PNA Plettenberg Bay

Tel. 044-5334917



Virus-free. www.avast.com

PNA Plettenberg Bay
P.O. BOX 301
PLETTENBERG BAY
Vat No: 4840167961

Tax Invoice

Sale#: 377006 Till: 1
Date/Time: 17/10/2017 14:10:51

Code	Desc	Qty	Total

Account: 112			
Name: INTERNET PAYMENT INVOICE			
Address:			

Telephone:			
VAT No:			
Ordernumber: ANDISIWE - PLETT TOURISM			
Cur: R 5 221.20	30	:R 242.99	
60 :R 0.00	90	:R 6 017.73	
120:R 0.00	150:	R 0.00	
180:R 0.00	TOT:R 11	481.92	

Signature :

Print Name:

PEN FOSKA	270.	432.00
999002		
RULER 30CM SHATTERPRO	270.	378.00
2400049062102		
PENCIL FOSKA R/TIPPED	270.	324.00
240000090038		
ERASER INTERSTAT SMAL	270.	324.00
6937544352026		

SubTotal: 1458.00

1458.00

Change	0.00
Vat Included	179.05
Cashier	4 BRENDA

THANK YOU FOR SHOPPING AT PNA.
WE HOPE TO SEE YOU AGAIN SOON.

Tel:(044)5334917 : Fax:5334918

PNA Plettenberg Bay
P.O. BOX 301
PLETTENBERG BAY
Vat No: 4840167961

Tax Invoice

Sale#: 376964 Till: 1
Date/Time: 17/10/2017 10:52:54

Code	Desc	Qty	Total

Account: 112			
Name: INTERNET PAYMENT INVOICE			
Address:			

Telephone:			
VAT No:			
Ordernumber: MAKHAYE/MANA 0796533465			
Cur: R 3 763.20	30	:R 242.99	
60 :R 0.00	90	:R 6 017.73	
120:R 0.00	150:	R 0.00	
180:R 0.00	TOT:R 10	023.92	

Signature:

Print Name: M. I. ...

PEN PAPER MATE FLEXGR	61.0	1829.39
3501170767580		
PEN PILOT SUPERGRIP	G23.0	528.77
4902505524400		
PEN PILOT BALL G2	2.00	67.98
4902505163166		

SubTotal: 2426.14

2426.14

Change	0.00
Vat Included	297.95
Cashier	4 BRENDA

THANK YOU FOR SHOPPING AT PNA.
WE HOPE TO SEE YOU AGAIN SOON.

Tel:(044)5334917 : Fax:5334918





**KWANOKUTHULA COMMUNITY POLICING FORUM
REQUEST ASSISTANCE FOR PENS UP MATRIC EXAMS
CAMPAIGN 17 OCTOBER 2017**

Dear Sir /Madam

**THEME: BUILD UNITY IN A SAFE NEIGHBOURHOOD BY
PROMOTING EDUCATION**

VISION: Establish and maintain a partnership between the communities, SAPS and NHW

MISSION: Promote co-operation between SAPS, NHW, Fulfilling the needs of the communities regarding safety and protection.

OBJECTIVE: Respect and protect the dignity and rights of every young person in the neighbourhood including the right to free movement in Bitou Areas .

Campaign will happen in different areas like and 3 High schools.

Murray High School got 85 Students

Plett Secondary got 132 Students

Witterdrift High got 53 Students

NEEDS FOR THE DAY ARE AS FOLLOWS:-

1. 270 Pens ,rules, pencils and rubbers

Your assistance in this regard will be highly appreciated.

Yours Sincerely

Ntomboxolo Mrubata

CPF Project Co-ordinator

0839559338/0445332145

2017/10/03



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MEMORANDUM OF AGREEMENT

Made and entered into by and between



Bitou Municipality

A municipality duly established in terms of Local Government Municipal Structures Act 117 of 1998
Herein represented by MR. THABO C. NDLOVU in his capacity as Municipal Manager

and

PLETT TOURISM ASSOCIATION

Herein represented by PETER WALLINGTON in his capacity as the chairperson of the
Voluntary Association.

PREAMBLE

1. WHEREAS Bitou Municipality, through its Local Economic Development section, has resolved in the council resolution C/6/59/06/18 taken on 29 June 2018 to enter into a Memorandum of Agreement with Plett Tourism Voluntary Association to promote tourism locally and in the region as indicated in the Tourism Proposal (Annexure A).
2. The Municipality shall forthwith, transfer the R4 000 000 soon after the signing of this contract for the 2018/19 municipal financial year
3. The transfer of such payments shall be promptly acknowledged by the Association in writing as and when such payments are made in the applicable Municipal Financial Year.

1
Ht P.S.

4. The transfer will be in line with the Grant in Aid Policy of the Bitou Municipality.
5. WHEREAS the Association agrees to apply such allocated amount of money for the purpose of funding the programmes, functions and events in aid of tourism development, marketing and branding of tourism events.
6. NOW THEREFORE the parties agree as follows:
 - 5.1. That the programmes that will be funded by Bitou Municipality be influenced in a manner that they are in line with our tourism objectives, with clearly identified projects which should include ring-fenced funding for development tourism which must include Township Tourism.

1. DEFINITIONS AND INTERPRETATIONS

1.1. DEFINITIONS

- In this agreement, the following words and phrases shall have the meaning hereby assigned to them:
- "Memorandum of Agreement" shall mean this agreement as well as all the annexures hereto, amended and supplemented from time to time;
- "Parties" means Bitou Municipality and Plett Tourism Association;
- "the Municipality" means Bitou Local Municipality;
- "the Association" means Plett Tourism Association;
- "financial year" means the financial year of the Municipality commencing on 1 July 2018 and ending 30 June 2019.
- "Programmes or Projects" means the programmes, projects, events and functions listed in Annexure "A"

1.2. INTERPRETATION

- 1.2.1. Words importing the masculine gender include the feminine and vice versa.
- 1.2.2. Reference to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time.
- 1.2.3. The singular includes the plural vice versa.

H. B. Plets

- 1.2.4. Person includes natural persons and created entities (corporate or non-corporate) and vice versa.
- 1.2.5. If a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition.
- 1.2.6. Where any word is defined within the context of any particular clause in this Agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that word has not been defined in sub-clause 1.1
- 1.2.7. Each of the provisions of this Agreement has been negotiated by the Parties and is for the benefit of the Parties, and accordingly the rule of construction that this Agreement shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of this Agreement (i.e. the *contra proferentem* rule) shall not apply.

2. APPLICATION OF THE PREAMBLE

The Parties agree that the Preamble is correct and forms an integral part of this Agreement.

- 2.1 This Agreement shall be effective from Date of All Parties signatures and shall endure up to the fulfillment of both parties conditions and obligations as per the memorandum of agreement.

3. LEGAL OBLIGATIONS OF PLETT TOURISM ASSOCIATION (including section 67 of the MFMA)

3.1 the Association undertakes to provide the Municipality with details of a separate bank account opened at any registered bank within the Republic of South Africa within 7 days of the date of signing this agreement.

3.2 the Association must show that efficient and transparent financial management and internal control systems are in place.

3.3 the Association will have provided the Municipality with a copy of its most recent financial statements in respect the financial for which the municipality have financially supported its projects.

3.4 the Association will have provided the Municipality with a copy of its most recent financial statement prior to the signing of this agreement.

3.5 the Association undertakes to appoint a registered accountant to prepare and audit its financial statements in respect of the 2018-2019 financial year or for the existence of this memorandum of agreement.

Handwritten signature/initials

3.6 the Association herewith confirms and acknowledges that the funds may only be utilized for the purpose of aiding tourism development, marketing and branding of tourism events, events and functions as listed in the Annexure "A".

3.7 the Association must report at least monthly to the Municipal Manager on actual expenditure against the funding deposited. The Municipality retains the right to request more frequent expenditure reports if deemed necessary.

3.8 the Association must ensure that the funds earn interest at competitive rates until it can be utilized for the purpose for which it was approved.

3.9 interest earned must be credited to the account opened in terms of clause 3.1 and may be utilized for the benefit of the approved projects.

3.10 the Parties agree that, on completion of the projects, function, and events, any unutilized funds and interest earned thereon will be paid back to the Municipality within one month or on a date as determined by the Municipality.

3.11 the Association undertakes to retain all the expenditure voucher, including cashed cheques, indicating the project number, etc. for audit purposes.

3.12 Audited financial statements, which disclose the total allocation of funds from the Municipality, total interest earned and total expenditure, must be forwarded to the Municipality within three months of the end of financial years for which this agreement is or remains in force.

3.13 the Association, on completion of the projects, must submit a comprehensive report, prepared by its Directors, Chairperson or other most senior member of its agreement team, as the case may be, pertaining to the projects fund allocated and which refers to:

- The functions and objectives of the Association provided for by law or in terms of this agreement.
- The extent to which the Association 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.

3.14 the Association shall submit all the required reports in this contract to the office of the Municipal Manager.

3.15 the Association agrees that the due date for the submission of audited financial statements for the 2017-2018 financial year is on or before the 1st of December 2018.

Exclusions

- The Association shall not use this funding for any travel costs, substance, accommodation, food or entertainment expenses of any kind, administrative

staff salaries, capital costs, bursaries, payments in lieu of rates or other municipal charges, other than in the execution of listed projects, functions and events in Annexure "A"

4. OBLIGATIONS OF THE MUNICIPALITY

4.1 the Municipality has the right to withhold any funds payable to the Association in terms of this agreement, until all reports referred to in clause 3.7 have been received.

4.2 the Municipality undertakes to transfer to the Association the payment as reflected in the preamble hereof, subject to the satisfactory fulfilment of the terms and conditions set out in this agreement.

4.3 before transferring funds, the Municipality is obliged in terms of section 67 (1), (a), (b) and (c) of the MFMA to satisfy itself that the organization or body implements effective, efficient and transparent financial management and internal control systems to guard against fraud, theft and mismanagement and has in respect of previous similar transfers complied with all the requirements of this section.

5. INDEMNITY AND LIMITATION OF LIABILITY

5.1 It is acknowledged by the Beneficiary that Bitou Municipality, in its capacity as funder, shall not be liable nor responsible for any aspect, undertaking or obligation whatsoever of the Association, including but not limited to the promotion, organisation and administration of its events and/or Projects.

5.2 Bitou Municipality shall not be liable nor responsible in any way whatsoever whether to the association or any other person whosoever, in relation to any loss, liability, damage or injury of whatsoever nature and however arising, and whether directly or indirectly, in respect of the Association, its events and or activities in the implementation of the projects.

5.3 The Association hereby indemnifies the Municipality and holds it harmless against all and any claims which might at any time whatsoever be made against the Municipality by any person whomsoever, and anywhere, in connection with any loss, liability, damage, injury, death or any other losses of whatsoever nature which may arise directly or indirectly from the promotion, organization, administration and conduct of the projects, its events and/or activities.

6. TERMINATION

- The Bitou Tourism Bylaw will upon completion supersede this agreement.
- Any termination of terms and conditions of this agreement shall be expressed in writing and agreed upon by both parties.
- In the event that the Association does not comply with any or all of the conditions as set out in this agreement, the Municipality shall be entitled to immediately and without notice cancel this agreement and claim back all the funds allocated together with interest accrued, and to stop all future payment/s with regard to the project/s of the Association, without detriment to any other remedy which may be available to it in law.

7. AUDIT

The Association agrees to maintain adequate books and records concerning the tourism development and such transactions in connection with this Agreement and to make such books and records available for inspection and audit by the Municipality or its agents or representatives during the term of this Agreement.

8. RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties arising from this Agreement shall not be construed as nor constitute a partnership or joint venture. None of the Parties will at any time represent itself to be an agent of the other Party. None of the Parties shall enter into any agreement on behalf of the other Party.

9. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa. Each Party irrevocably consents and submits to the exclusive jurisdiction of Western Cape High Court over any claim, dispute or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement.

10. COSTS

Except as expressly provided herein, each Party will be responsible for its own legal and other costs and expenses incurred by it in connection with the negotiation, execution and performance of this Agreement.

11. DOMICILIA AND NOTICES

11.1 The parties choose as their respective *domicilium citandi et executandi* for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this agreement, the following addresses:

BITOU MUNICIPALITY:

Bitou Municipality
4 Sewell Street
Plettenberg Bay
6600

PLETT TOURISM ASSOCIATION:

Shop 35, Mellville's Corner

Main Street
Plettenberg Bay
6600

Provided that a Party may change its *domicilium* to any other physical address by written notice to the other Parties to that effect. Such change of address will be effective seven (7) days after giving of notice of the change of *domicilium*.

11.2 All notices to be given in terms of this Agreement will:

11.2.1 be given in writing, and be delivered by hand or sent by telefax; and

11.2.2 If delivered by hand, it shall be presumed to have been received on the date of delivery, or if sent by telefax it shall be presumed to have been received on the first Business Day following the date of sending of the telefax unless the contrary is proved.

12. ASSIGNMENTS

The Association may not assign this agreement in whole or in part, without the prior written consent of the Municipality. Subject to that qualification, this agreement will be binding on and enforceable by the Parties and their respective successors and permitted assigns for the full existence of this agreement.

13. DISPUTE RESOLUTION

13.1 The parties agree that, in the event of a dispute between them arising out of this Agreement, neither party must interrupt or suspend the performance of its obligations in terms of this Agreement, pending resolution of the dispute.

13.2 All issues, which arise between the parties to this Agreement, shall be resolved amicably through consultation and negotiations.

13.3 In the event where an issue remains unresolved, either of the parties may upon notice to the other, declare a dispute and refer the dispute to a single arbitrator in accordance and subject to the provisions of the Arbitration Act 1965 (ACT 42 of 1965), or any re-enactment or amendment thereto.

14. WAIVER OR RELAXATION

Failure by any Party to enforce any provisions of this Agreement will not constitute a waiver of such Party's rights to subsequently enforce such provision. Any remedies specified in this Agreement are in addition to any other remedies that may be available at law or in equity.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written

agreements relating to such subject matter, and may be amended or modified only by a written instrument signed by a duly authorised agent of each Party. Should any provision of this Agreement be ruled to be illegal, void, unenforceable or invalid by any court of competent jurisdiction, then only such provision shall be deemed to have been deleted or cancelled. All other provisions of this Agreement shall be unaffected and shall remain in full force and effect.

16. CONFIDENTIALITY

The Parties to the agreement agree to maintain the confidentiality of information supplied to each other with this agreement or in connection with this agreement.

17. SIGNATURE

The parties warrant by their signatures to this agreement that they are authorized to sign this agreement and acknowledge that they have read the terms and conditions of this agreement and that they understand all such terms and conditions to be bound thereby.



BITOU MUNICIPALITY

THIS DONE AND SIGNED AT ON THIS DAY OF 2018.

SIGNATURE:

.....
THABO C NDLOVU
MUNICIPAL MANAGER


AS WITNESSES:

1. P.L. Bothwell 
2. J. Middleton 

PLETT TOURISM ASSOCIATION

THIS DONE AND SIGNED AT PLETTWICKS BAY ON THIS 7th DAY OF JULY 2018.

SIGNATURE:


.....
PLETT GILBERT WALLINGTON

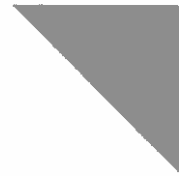
CHAIRMAN
PLETT TOURISM ASSOCIATION

AS WITNESSES:

1.

2.

Annexure 19.9



From: Carlos Koeberg <ckoeberg@plett.gov.za>
Sent: Thursday, 14 February 2019 12:43 PM
To: sias@speur.co.za
Cc: 'Peter Allwright' <prallwright@gmail.com>; Gert Groenewald <ggroenewald@plett.gov.za>
Subject: FW: Verification of suppliers registered on CSD
Importance: High

Good day

Please see below confirmation, with CSD Registration numbers as requested.

Thank you

Kind Regards

Carlos Koeberg
Acting Manager: Supply Chain Management (SCM)

From: Athi Mqikwa <amqikwa@plett.gov.za>
Sent: Thursday, 14 February 2019 12:00
To: Carlos Koeberg <ckoeberg@plett.gov.za>
Subject: RE: Verification of suppliers registered on CSD

CK

Please see supplier numbers below.

Regards

Athi Mqikwa
SCM Practitioner : Acquisition & Compliance Management
Section: Supply Chain Management Unit
Department: Financial Services

59 Melvilles Corner Building , Plettenberg Bay, 6600
Private Bag X1002 ,Plettenberg Bay , 6600
Tel no: 044 501 3411
E-mail: amqikwa@plett.gov.za

Fax no: 086 577 0906
Website: www.bitou.gov.za



From: Carlos Koeberg <ckoeberg@plett.gov.za>
Sent: Thursday, 14 February 2019 7:23 AM
To: Athi Mqikwa <amqikwa@plett.gov.za>
Subject: FW: Verification of suppliers registered on CSD

Morning Athi

Could you please confirm with Registration numbers, whether the below companies are registered on CSD?

Please provide at your soonest.

Thank you

Kind Regards

Carlos Koeberg

Acting Manager: Supply Chain Management (SCM)

From: sias@speur.co.za <sias@speur.co.za>

Sent: Wednesday, 13 February 2019 10:45

To: Carlos Koeberg <ckoeberg@plett.gov.za>

Cc: 'Peter Allwright' <pet@plett.gov.za>; Gert Groenewald <ggroenewald@plett.gov.za>

Subject: Verification of suppliers registered on CSD

Dear Mr Koeberg

Would you kindly confirm whether the following suppliers to the Municipality are registered on the Central Supplier Database:

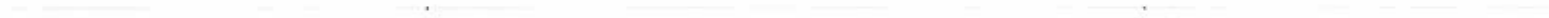
- 1) PNA Plettenberg Bay - MAAA0101605
- 2) Southern Ambitions 1660 t/a Hluma Enterprises - MAAA0515709
- 3) Morester Funeral Service - MAAA0351661
- 4) Xolani Selanto - MAAA0410413
- 5) S'phethezona Trading and Investments - MAAA0142875
- 6) Kukokonke Trading - MAAA0373004
- 7) N Dlongwana t/a Iqabaka Trading - MAAA0379277
- 8) Biso (Pty) Ltd - MAAA0575421
- 9) Groupex Funeral Services - MAAA0404752
- 10) Nocezo ME - MAAA0101770
- 11) Wash 4 Joy t/a Joy Community Development Forum - MAAA0116419

We appreciate your timely assistance in this regard.

Yours sincerely,

Messrs Allwright and Strydom
Designated joint investigators

Annexure 19.10



22/8/18

LOKOSE - [REDACTED]

FROM

KWANPO POLICE

Fokun

Sa
Date/Ti

e PAY BY 15/9/18

Account:

Name:

Address:

Telephone:

VAT No:

Order number: MAKHATA MANA 0795533465

Cur: R 3 763.20 30 :R 242.99

60 :R 0.00 90 :R 6 017.73

120:R 0.00 150:R 0.00

180:R 0.00 TOT:R 10 023.92

Signature: 

Print Name: M. Izzana

PLN PAPER MATE FLEXGR61.0 1829 35

3501170767580

PEN PILOT SUPERGRIP G23.0 526 77

4902505524400

PLN PILOT BALL G2 2.00 67.96

4902505163166

SubTotal: 2426.14

2426.14

Change 0.00

Vat Included 297.95

Cashier 4 | BRENDA

THANK YOU FOR SHOPPING AT PNA.
WE HOPE TO SEE YOU AGAIN SOON.

Tel: (044) 5334917 Fax: 5334918