

Agreement

entered into by and between

The Kareeberg Municipality, herein represented by W. de Bruin (hereinafter referred to as the Municipality) in his capacity as Accounting Officer of the said Municipality, duly authorized thereto

AND

MXOLISI CHRISTOPHER MACLEAN
(ID 761130 5293 083)

(hereafter referred to as the non-official audit committee member)

1. The Municipality hereby undertakes to engage the non-official audit committee member and the non-official audit committee member hereby agrees to serve the municipality for a period of two years renewable to a maximum of five years from 1 November 2014 on which the non-official member actually assumes duty at the place mentioned in Clause 2 hereof, on the following terms and conditions.
2. The non-official audit committee member will serve the Municipality as audit committee of KAREEBERG MUNICIPALITY; at such place as may from time to time be directed by the Municipality or any other officer duly authorized thereto in this respect.
3. The Municipality requires expertise and services in respect of matters indicated in the attached Annexure A, (titled "Charter of the Audit Committee"), which Annexure will for the purpose of this Agreement be deemed to be incorporated herein and form part hereof, and the non-official audit committee member is prepared and able to provide these services.
4. The Municipality pays no remuneration to the non-official audit committee member. The member renders the service free of charge.
5. When required to perform duties away from the municipal offices in Carnarvon, the non-official committee member will travel at the Municipality's expense and will be paid subsistence in accordance with the Council's policy.



WdB



6. The non-official audit committee member undertakes not to communicate to any other person outside the Municipality's service or to publish either during the term of his Agreement or after the termination thereof, any results so obtained by him, in the course of his official duties, without the written consent of the Municipality to such communication of publication.
7. Notwithstanding anything to the contrary in Clause 1 hereof obtained, either party to this Agreement may terminate it at any time during the term thereof on giving three month's notice in writing to the other party. The Municipality may, however, accept a shorter period notice in an exceptional case, using his/her own discretion.
8. The Municipality may terminate this Agreement summarily or after notice of less than three months, as it may deem expedient, in the event of breach of the terms of this Agreement by the non-official audit committee member or in the event of the non-official member's misconduct.
9. The non-official member may terminate the Agreement on such shorter notice as circumstances may render necessary, on satisfying the Municipality that such termination is imperative on account of the Municipality's ill-health occasioned without the employers default.
10. The non-official audit committee member will be regarded as not an employee of the Municipality.
11. Any matters arising from this Agreement, which are not specifically provided for herein, will be dealt with in accordance with the provisions of the Public Service Act, 1994, as amended, and the aforesaid Public Service Regulations, as amended.
12. The Laws of and legal principles applied in the Republic of South Africa shall govern the interpretation of this Agreement.
13. The non-official member of the audit committee submits to the jurisdiction of the Courts of the Republic of South Africa in the event of any legal proceedings arising from the provisions of this Agreement.
14. The parties choose the addresses given below as their *domicilia citandi et executandi* for all purposes pertaining to matters which might proceed from this contract:

Municipal Manager
P.O. Box 10
CARNARVON
8925



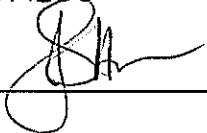



Member of Audit Committee
Bonteheuwel 400
CARNARVON
8925

15. Anyone of the parties may change their domicilium by informing the other party, in writing through registered post about such intention. The change of domicilium will be effective on a date determined 14 (fourteen) days from the date of sending.
16. No amendment to this Agreement will be any force of effect unless reduced to writing and signed by the duly authorized representatives of both parties.
17. Thus done and passed by the parties hereto at the place and on the dates respectively set opposite their names.

Signed on behalf of the Municipality at Carnarvon on
this 27 day of April 2014.

AS WITNESS:

1. 




MUNICIPAL MANAGER

2. 

AS WITNESS

1. 



NON-OFFICIAL AUDIT COMMITTEE
MEMBER

2. 