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15 September 2017

MEMORANDUM OF AGREEMENT

between

the Rooiberg Bewaria Society *A Public Benefit Organisation*

(**"Bewaria"**)

and

Farm Owner

(**"Member"**)

[Owner Name]: _____

[Farm Name – Known as]: _____

[Farm Description - KQ]: _____

*(Collectively, **Bewaria** and the **Farm Owner** are hereinafter referred to as "**the Parties**")*

1. In accordance with its constitution, Bewaria has been established to promote, by way of co-ordination, administration and managerial services comprising Communication, Emergency Centre, Fire Protection, Security & Anti-Poaching, Social Responsibilities and Environmental Protection & Mining Matters ("**the Services**") for its members.
2. The Farm Owner requires the Services and is, by virtue of being a signatory to this memorandum of agreement, a member of Bewaria.
3. The Member's principle service requirement ("**Principle Service**") in respect of Security & Anti-Poaching is:

a. Armed Patrol 18:00 to 06:00;	Applicable to all members
b. Boomed Road Checkpoints;	Applicable to all members
c. Armed patrol stand-off points	Applicable to all members
d. Added valued services at no additional cost	Applicable to Full members
e. Added valued services at an additional cost	Applicable to Ordinary and Non-commercial Members
4. Bewaria will, *inter alia*, contract with a third party/ies to provide the Services and the Principle Service, in accordance with specific service level undertakings.
5. The Member hereby acknowledges and agrees that it shall be obligated to pay Bewaria a monthly levy in the amount stipulated below, which amount shall be capable of adjustment on an annual basis subject to approval by no less than two thirds of the Members designated within the Rooiberg Bewaria area ("**the Monthly Levy**").
6. The initial Monthly Levy due by the Member to Bewaria shall be R _____ [Insert]
7. The Member hereby agrees to –
 - a. appoint Bewaria to co-ordinate, administer and manage the Services; and
 - b. pay the Monthly Levy to Bewaria
8. Bewaria hereby agrees to –
 - a. procure, administer and manage the Services in accordance with agreed service levels; and
 - b. procure, administer and manage the Principle Service in accordance with agreed service levels.
9. The Member hereby indemnifies and holds harmless Bewaria, including its trustees and employees, against any and all losses, damages, costs or expenses however so arising (whether direct or indirect) which the Member may suffer or incur in respect of any loss, liability (whether actual, contingent or otherwise) which may be attributable to a breach by it or by service provider/s appointed by it.

10. On or about the 25th of every month, Bewaria shall prepare and issue an invoice to the Member in respect of the Monthly Levy. **The Member shall pay the amount stipulated on such invoice within seven days of receipt of same**, by way of either electronic funds transfer or direct deposit into Bewaria’s bank account as detailed below:

Account Holder: Rooiberg Bewaria

Bank: First National Bank Business Account

Branch Code: 26 03 47

Account No: 62339262587

Reference: Membership number will be provided on receipt of application form

11. If the Member fails to pay the Monthly Levy on the due date, then without prejudice to any other right or remedy that Bewaria may have, Bewaria may suspend the Services to the Member until such time as any payment in arrears has been paid in full.

12. The Parties hereby consent to the jurisdiction of the Magistrates Court in respect of all causes of action that arises from this memorandum of agreement notwithstanding that such proceedings are otherwise beyond its jurisdiction.

13. The Parties hereby choose the following method of communicating with each other regarding administrative matters pertaining to this memorandum of agreement:

a. Bewaria email: info@rooibergbewaria.co.za telephone: 014 734 1734 or 074 151 4060
Physical address: 9 Maroela Street, Rooiberg, Limpopo Province

b. Member: Email: _____
 Telephone: _____
 Facsimile: _____

THE PARTIES HEREBY ACCEPT THE TERMS AS SET OUT HEREIN AS EVIDENCED BY THEIR RESPECTIVE SIGNATURES HEREUNDER

Member (duly authorised)
Name of Signatory: _____

Date

Rooiberg Bewaria Society (duly authorised)

Date

Name of Signatory: _____

ADDENDUM:

1. Payment is either by electronic funds transfer or direct deposit into Bewaria's bank account for ease of administration.
2. In return Bewaria will be the responsible party to pay the service provider.
3. Invoice will be issued on receipt of signed contract on a monthly basis.
4. The standard operating procedure, duties and responsibilities will be made available to all participating members.
5. Bewaria will manage the service provider taking into consideration the Standard Operating Procedure, duties and responsibilities, and any feedback received from the participating members (positive or negative).
6. Non-conformance of services in accordance to requirements/contract 15 days to rectify.
7. Termination period of contract 30 days - written notice from Member or service provider.