



National Gambling Board
South Africa
a member of **the dtic** group

**SPECIAL CONDITIONS OF CONTRACT
(PROVISIONAL CONTRACT FOR THE SALE AGREEMENT)**

between

THE NATIONAL GAMBLING BOARD

(hereinafter also referred to as “the NGB”)

A statutory body established in terms of the National Gambling Act (“NGA”), 2004 (Act 7 of 2004), and registered as a Schedule 3A Public Entity in terms of the Public Finance Management Act (“PFMA”), 1999 (Act 1 of 1999), herein represented by.....
in his/her capacity as the and she/he is duly authorised hereto;

and

.....

(Registered name)

(herein referred to as “the Bidder”)

A company incorporated according to the Company laws of the Republic of South Africa with registration number:..... herein represented by.....in his/her capacity as the.....and he/she is duly authorised hereto in terms of a resolution, attached hereto marked Annexure “A”

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1. PREAMBLE

- 1.1. The National Gambling Board (“NGB”) is a statutory body established in terms of the National Gambling Act, 2004 (Act 7 of 2004) (“NGA”) to provide for the coordination of concurrent national and provincial legislative competence over matters relating to casinos, racing, gambling and wagering, and provide for the continued regulation of those matters;
- 1.2. The NGB issued a Request for Proposal (“RFP”) for the acquisition of office premises, pursuant to which the Bidder submitted a proposal to the NGB and wherein the Bidder may exercise the option to submit a proposal to the NGB, subject hereto that the Parties hereby agree on the terms and conditions detailed in this provisional sale agreement;
- 1.3. The Bidder is authorised to submit the proposal to the NGB;
- 1.4. In the likelihood of a Bidder being appointed, the Bidder will be required to enter into a final contract within two (2) weeks of the bid award and subject to NGB approval;
- 1.5. The Bidder agrees to sell the Property to the NGB, and the NGB has agreed to purchase the Property in accordance with the terms and conditions stipulated hereinunder; and
- 1.6. The Parties hereby agree that there shall be no expectation of appointment of a Bidder. The decision to appoint a Bidder shall rest exclusively with the NGB.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

2. DEFINITIONS

- 2.1. In this Agreement, unless otherwise specified or the context clearly indicates the contrary, the following words and expressions shall have the meanings assigned to them below:

- 2.1.1. **“Agreement”** means this provisional sale agreement with all annexures thereto;
- 2.1.2. **“Bidder”** means an institution/consortium/company/trust/individual who holds title to the property and who is submitting a bid proposal for the acquisition of office premises in accordance with the Request for Proposal: NGB 002 (2022/2023);
- 2.1.3. **“Business day”** means any calendar day excluding a Saturday, Sunday or public holiday in the Republic of South Africa;
- 2.1.4. **“Conveyancer”** means the State Attorney or its correspondence appointed by the NGB to register the transfer of the Property from the name of the Bidder to the name of the NGB;
- 2.1.5. **“Data Subject”** means a data subject as defined in section 1 of the Protection of Personal Information Act, 2013 (Act 4 of 2013) (“POPIA”);
- 2.1.6. **“Day”** means any calendar day including a Saturday, Sunday or public holiday in the Republic of South Africa;
- 2.1.7. **“Designated Account”** means the trust account of the Conveyancer;
- 2.1.8. **“Electronic Funds Transfer or EFT”** means the electronic exchange or transfer of money from one account to another, either within a single financial institution or across multiple institutions, through computer-based systems;
- 2.1.9. **“Force Majeure”** means acts of God, war, civil war, insurrection, earthquake, storm and flood, government restrictions and any event which the Party invoking *vis major* could not reasonably be expected to prevent or control (including, but without any limitations, any illegal strike and action/s by employees or servant of a Party to this Agreement) but shall exclude any event caused by the negligence of a Party or any of its employees or agents or by any failure to observe the standard of care, diligence and skill of an experienced entrepreneur;
- 2.1.10. **“General Conditions of Contract or GCC”** means general conditions of contract;
- 2.1.11. **“Law”** means in respect of any relevant jurisdiction, all constitutions; statutes; regulations; by-laws; codes; ordinances; decrees; rules; judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, rulings, or awards; policies; voluntary restraints; guidelines; directives; compliance notices; abatement notices; agreements with,

requirements of, or instructions by any governmental body; and the common law, and "law" shall have a similar meaning;

- 2.1.12. **"Parties"** means both the NGB and the Bidder;
- 2.1.13. **"Party"** means either one of the Parties, as the context may indicate;
- 2.1.14. **"Personnel"** means any employee, agent, consultant, sub-contractor or other representatives of a Party;
- 2.1.15. **"Personal Information"** means personal information as defined in section 1 of POPIA;
- 2.1.16. **"Processing"** means the processing of personal information as defined in section 1 of POPIA;
- 2.1.17. **"POPIA"** means the Protection of Personal Information Act, 2013 (Act 4 of 2013) ("POPIA");
- 2.1.18. **"Property"** means the Property sold by the Bidder to the NGB;
- 2.1.19. **"Purchase Price"** means the price the NGB will pay the Bidder for the purchase of the Property;
- 2.1.20. **"Responsible Party"** means a responsible party as defined in section 1 of POPIA;
- 2.1.21. **"Request for Proposal or RFP"** means the Request for Proposal for the acquisition of office premises;
- 2.1.22. **"Special Conditions of Contract or SCC"** means special conditions of contract;
- 2.1.23. **"Signature Date"** means the date on which this Agreement is signed by the last Party signing;
- 2.1.24. **"Transfer Date"** means the date on which the Property is transferred from the name of the Bidder to the name of the NGB;
- 2.1.25. **"Valuation Date"** means the date on which the valuation of the Property is conducted;
- 2.1.26. **"VAT"** means value-added tax as defined in the Value Added Tax Act, 1991 (Act 89 of 1991) as amended; and

2.1.27. “**VAT Act**” means the Value Added Tax Act, 1991 (Act 89 of 1991) as amended.

3. INTERPRETATION

- 3.1. The terms contained in this Agreement constitute Special Conditions of Contract (“SCC”) which must be read with the General Conditions of Contract (“GCC”) and the RFP preceding Agreement. This bid is subject to the GCC and the SCC. Where the provisions of the GCC and SCC are in conflict, the provisions of these SCC shall prevail.
- 3.2. Where the provisions of the RFP and SCC are in conflict, the provisions of these SCC shall prevail.
- 3.3. In this Agreement and the annexures, the word “Agreement” refers to this Agreement and the words “clause” or “clauses” and “annexure” or “annexures” refer to clauses of and annexures to this Agreement.
- 3.4. Any reference to –
 - 3.4.1. the singular shall include the plural and *vice versa*;
 - 3.4.2. any gender includes the other genders;
 - 3.4.3. natural person includes a juristic person and *vice versa*.
- 3.5. Any reference to an enactment is to that enactment as at the date of signing hereof and as amended or re-enacted from time to time;
- 3.6. The headings of clauses in this Agreement are for reference purposes only and shall not be considered in construing the contents hereof.
- 3.7. If any word or phrase is defined in any clause in this Agreement that word or phrase shall bear the same meaning throughout the remainder of this Agreement.
- 3.8. If any provision in a definition is a substantive provision, conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- 3.9. When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a day

other than a Business Day, in which case the last day shall be the day immediately following a Business Day.

- 3.10. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 3.11. Where any term is defined within the context of a particular clause in this Agreement, it shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in the definitions clause.
- 3.12. The expiration or termination of this Agreement shall not affect the provisions contained herein and are expressly provided that they will operate after such expiration or termination or which of necessity must continue to have effect after expiration or termination, notwithstanding that the clauses themselves do not expressly provide thereof.
- 3.13. The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting or preparing this Agreement shall not apply.
- 3.14. The RFP attached hereto and marked "**Annexure A**" shall at all times be read in conjunction with this Agreement.

4. SALE

- 4.1. The Bidder hereby sells and the NGB hereby purchases the Property described as

5. APPOINTMENT

- 5.1. The NGB reserves the right to accept or not accept the Bidder's proposal. In the event the bid proposal is accepted and the offer is accepted by the Bidder, it is subject to the terms and conditions contained in this Agreement.
- 5.2. The Bidder's proposal is accepted in terms of clause 5 of this Agreement, to sell the property to the NGB.
- 5.3. The NGB hereby reserves its right to continuously ensure that the Bidder's proposal is compliant with the terms and conditions contained in this Agreement.

6. COMMENCEMENT DATE

6.1. This Agreement shall commence on the Signature Date of the last party signing.

7. PAYMENT TO THE BIDDER

7.1. Twenty percent (20%) of the Purchase Price shall be deposited into the account of the Conveyancer within thirty days (30) of the signature by the Parties to the final sale agreement.

7.2. Any interest which may accrue in terms of the amount deposited in the Conveyancer's account shall be for the benefit of the NGB and such accrued interest shall, upon registration, be paid over to the NGB, less bank charges into the following bank account:

Account Holder:	National Gambling Board
Bank:	Standard Bank
Branch Code:	011 545 (Hatfield)
Account Type:	Cheque Account
Account Number:	061 193 887
Reference:	Conveyancer

7.3. The NGB reserves the right to conduct an inspection in loco of the Property on the date to be determined by the NGB, to confirm that the Property is in the same condition as at the Valuation Date prior to the transfer of the registration of the Property into the NGB's name but before the Property is vacated by the Bidder provided that notice of such inspection in loco of the Property has been communicated to the Bidder within five (5) days of notice to the Bidder.

7.4. Upon completion of the *inspection in loco* of the Property, the NGB shall instruct the Conveyancer to lodge registration papers at the Deeds Office, provided it is confirmed by the NGB that the Property is in the same condition as at the Valuation Date.

7.5. Eighty percent (80%) of the Purchase Price shall be paid into the account of the Conveyancer at the date of the registration of transfer of the Property into the name of the NGB.

7.6. The NGB shall instruct the Conveyancer to pay the Bidder the entire Purchase Price within seven (7) Business Days after the registration of transfer of the Property into the name of the NGB.

7.7. Should the NGB raise issues after the *inspection in loco* of the Property, the Conveyancer shall be informed of outstanding issues to be addressed and lodgment of the registration papers shall only take place on confirmation by the NGB that the issues

have been resolved. In the event that the NGB discovers that the Property is not in its original state as per the Valuate Date following the *inspection in loco* of the Property, this Agreement shall be deemed to be cancelled with immediate effect.

- 7.8. In the event of this Agreement is terminated for any reason, the amount paid by the NGB in terms of clause 7 together with interest thereon upon the date of payment, shall be repaid to NGB, by the Conveyancer, within fourteen (14) days of the date on which this Agreement is terminated.

Account Holder:	National Gambling Board
Bank:	Standard Bank
Branch Code:	011 545 (Hatfield)
Account Type:	Cheque Account
Account Number:	061 193 887
Reference:	Conveyancer

8. VALUE-ADDED TAX (VAT)

- 8.1. The sale and registration of the transfer of the Property by the Bidder to the NGB shall be charged with Value Added Tax (VAT) in terms of the Value Added Tax Act, 1991 (Act 89 of 1991) as amended.

9. ALL PAYMENTS FREE OF DEDUCTION

- 9.1. All payments due in terms of this Agreement shall be payable free of exchange or other deduction or set-off.

10. INTEREST ON AMOUNTS DUE

- 10.1. Should the Purchase Price referred to in clause 7 not be paid to the Bidder on the date on which it is due in terms of this Agreement, the NGB shall be liable for payment of interest to the Bidder on such amount at the rate published in terms of the Prescribed Interest Rates, 1975 (Act 55 of 1975).

11. TRANSFER OF THE PROPERTY TO THE NGB

- 11.1. Transfer of registration of the Property into the name of the NGB shall be deemed due performance by the Bidder as one of its obligations in terms of this Agreement.

12. POSSESSION OF THE PROPERTY AFTER SIGNATURE DATE AND DATE OF OCCUPATION

- 12.1. The risk in and to the Property, together with all the benefits of ownership of the Property, shall pass to the NGB on the first day after the date of registration of transfer of the Property into the name of the NGB, subject to the terms of this Agreement.
- 12.2. On the date of vacation of the Property by the Bidder, a further *inspection in loco* of the Property shall be conducted by the Bidder and the NGB, in the presence of the Bidder, to confirm that the Property remains in the condition it was in on the Valuation Date, fair wear and tear, excepted.
- 12.3. In the event of the Property not being in the same condition as it was on Valuation Date, fair wear and tear excepted, the Bidder undertakes to restore the Property to the same condition it was on Valuation Date within fourteen (14) days of the date of vacation, failing which legal and/or civil action may be brought against the Bidder.

13. BREACH

- 13.1. In the event of any Party committing a breach of this Agreement of being otherwise in default of the terms and conditions hereof and remaining in default after being given thirty (30) Business Days' notice in writing within which to rectify such default, the aggrieved Party shall be entitled to enforce the terms and conditions of this Agreement, in either event, any action taken by the Parties shall be without prejudice to their rights to claim damages arising from such default, or to any other rights to Parties may have under the common law, or otherwise.
- 13.2. On cancellation of this Agreement, the NGB shall be obliged to forthwith restore possession of the aforesaid Property to Bidder.

14. CONFIDENTIAL INFORMATION

- 14.1. The Bidder shall treat and hold as secret and confidential all information which it may receive from the NGB or which becomes known to it during the course of performing its obligations pursuant to this Agreement if formally indicated as confidential by the NGB.
- 14.2. All information will be deemed confidential unless otherwise stated by the NGB at the time of making it available to the Bidder.
- 14.3. The Bidder undertakes and agrees that in order to protect the proprietary interests of the NGB and to maintain its confidential information:
- 14.3.1. the Bidder will restrict the dissemination of such confidential information of the NGB to only those of its personnel who are actively involved in the execution of the sale under this Agreement and then only on a "need to know" basis and the Bidder will initiate internal security procedures reasonably acceptable to the NGB to prevent unauthorised disclosure and will take all practical steps to impress upon those personnel who need to be given access to confidential information, the secret and confidential nature thereof;
 - 14.3.2. save as provided in clause 13.3.3.4, the Bidder will not at any time, whether during the tenure of this Agreement or thereafter, either use any confidential information of the NGB, directly or indirectly disclose any confidential information of the NGB to third parties;
 - 14.3.3. The foregoing obligations shall not apply to any information which:
 - 14.3.3.1. is lawfully in the public domain at the time of disclosure to the Bidder;
 - 14.3.3.2. subsequently becomes lawfully part of the public domain or otherwise;
 - 14.3.3.3. subsequently becomes available to the Bidder from a source other than the NGB, which is lawfully entitled without any restriction on disclosure to disclose such confidential information to the Bidder; or
 - 14.3.3.4. is disclosed pursuant to a requirement or request by operation of law, regulation or court order.

15. WARRANTY BY BIDDER

- 15.1. The Bidder warrants that it is the owner of the Property hereby sold or is authorised to effect the sale of the Property and that no other person or entity has any right of whatsoever nature to the Property and that subject to the conditions of the title contained

in the title deeds, ownership rights shall be transferred to the NGB on registration of transfer of the Property into the name of the NGB.

15.2. The Bidder has relied on this warranty in entering into this Agreement.

15.3. Each Party warrants to the other that:

15.3.1. it has full capacity and authority and all necessary licenses, permits and consents to enter into and to perform this Agreement;

15.3.2. this Agreement is executed by a duly authorised representative of each Party; and

15.3.3. the execution of this Agreement and the performance by the warranting Party of its obligations under it will not:

15.3.3.1. result in a breach of any provision of the memorandum or articles of association or partnership deed, if applicable, of the warranting Party; or

15.3.3.2. result in a breach of or constitute a default under any instrument or Agreement to which the warranting Party is a Party to or by which the warranting Party is bound; or

15.3.3.3. result in a breach or any order, judgment or decrees of any court or governmental agency to which the warranting Party is a party or by which the warranting Party is bound.

16. DISPUTE RESOLUTION

16.1. In the event of any dispute or difference of any kind whatsoever arising between the Parties regarding the terms of this Agreement, the Parties as represented by designated representatives shall make every effort to resolve amicably such dispute or difference by mutual consultation.

16.2. The Parties shall endeavour to resolve such a dispute, within a period of five (5) business days, by means of the following order: negotiation, mediation, conciliation or any other alternative method appropriate for the resolution of such a dispute.

16.3. Should the Parties be unable to resolve the dispute through the methods specified in clause 16.2, within fourteen (14) days, the dispute will finally be resolved in terms of the Arbitration Act, 1969 (Act 42 of 1969) by the Parties jointly appointing an arbitrator within ten (10) days of either Party in writing declaring "failure to resolve the dispute",

failing which either Party will have the right to request that an arbitrator be appointed for the Parties by the Arbitration Foundation of Southern Africa (AFSA). The decision of the arbitrator shall be binding on the Parties.

- 16.4. Notwithstanding any reference to mediation and/or court proceedings, the Parties shall continue to perform their respective obligations in terms of the Agreement unless they otherwise agree.
- 16.5. This clause shall not preclude either Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 16.6. Each Party shall bear and pay its own costs or incidental to the arbitration proceedings.

17. EXISTING BONDS

- 17.1. The Bidder undertakes to arrange for the cancellation of all and any mortgage bonds, collateral mortgage bonds, notarial bonds or collateral notarial bonds registered against the Property at the cost of the Bidder, simultaneously with the transfer to be effected into the name of the NGB.

18. VOETSTOOTS

- 18.1. The NGB acknowledges that the Property is sold "*as it now lies*" (voetstoots) which means that the Bidder does not take any responsibility to repair any defects or accept liability otherwise for defects that are obvious on inspection of the Property ("patent defects") or defects which are hidden ("latent defects") unless it is proven in a court of law by the NGB that the Bidder knew of such defects and willfully misrepresented the truth to the NGB.
- 18.2. The Bidder hereby acknowledges to rectify all known patent or latent defects within six (6) months from the occupational date, where applicable.

19. RATES, TAXES AND LEVIES

- 19.1. As from the date of signature of this Agreement until the Transfer Date, the Bidder shall remain liable for the payment of rates, taxes, levies, payment for water rights, etcetera in respect of the Property for the period up to the Transfer Date.
- 19.2. In the event of any rates and/or taxes having been prepaid for a period beyond the Transfer Date, the Bidder shall recover such rates or taxes from the relevant authorities

in respect of the Property and paid by the Bidder for any period beyond the Transfer Date.

20. ANTI-CORRUPTION AND GOOD FAITH

- 20.1. In implementing this Agreement, the Parties undertake to observe utmost good faith and give effect to the intent and purpose of this Agreement.
- 20.2. The Bidder shall not make or cause to be made an offer, gift or payment or consideration or benefit of any kind, which would or could be construed as an illegal or corrupt practice, either directly or indirectly to any Party, as an inducement or reward in relation to relaxation of any provision in the execution of this Agreement. Any such practice will constitute a ground for termination of this Agreement.

21. CONFLICT OF INTEREST

- 21.1. Unless agreed in writing between the Parties, neither the Bidder nor its personnel and employees shall have an interest or receive remuneration in connection with this Agreement except as provided in this Agreement and agreed upon by the Parties.
- 21.2. Neither Party shall engage in any activity that may conflict or is prejudicial to the interests of the other Party during the term of this Agreement.

22. FORCE MAJEURE

- 22.1. Neither Party shall be liable for any failure to fulfil its obligations under this Agreement if such failure is caused by any circumstances beyond its reasonable control, including, fire, flood, war, hurricane, lawful industrial action, government restrictions or an act of God.
- 22.2. Should any event of *force majeure* arise, the affected Party shall notify the other Party without delay and the Parties shall meet within three (3) days of the notice to negotiate in good faith alternative methods of fulfilling its obligations under this Agreement.
- 22.3. Should either Party be unable to fulfil a material part of its obligations under this Agreement within a period of five (5) days due to circumstances as stated in clause 22.1, except in the case of the lawful industrial action, the other Party may cancel this Agreement forthwith by written notice.

23. NOTICES AND DOMICILIUM CITANDI ET EXECUTANDI

23.1. All notices required to be served on any of the Parties shall be given in writing by prepaid registered post or delivered by hand to the following *domicilia citandi et executandi* or sent to the following addresses:

23.1.1. in respect of the NGB:

Postal address	Physical address
Private Bag X27 Hatfield 0028	420 Witch-hazel Avenue Eco Glades 2, Block C Eco Park Centurion 0144
Telephone number:	
e-mail address:.....	
Marked for the attention of:	

23.1.2. in respect of the Bidder:

Postal address	Physical address
Telephone number:	
e-mail address:	
Marked for the attention of:	

23.2. Anyone of the Parties may from time to time change that Party's *domicilium* by delivery of a written notice to the other Party to that effect.

23.3. Any notice addressed by any Party to the other Party shall –

23.3.1. if delivered by hand at the address of its *domicilium* in terms of this clause, be deemed to have been duly received by the addressee on the date of delivery;
or

23.3.2. if posted by prepaid registered post to the addressee's *domicilium* in terms of this clause, be deemed to have been received by the addressee on the fifth day following the date of such posting; or

23.3.3. if sent by telefax to the telefax number in terms of this clause be deemed to have been duly received by the addressee on the date of successful transmission thereof; or

23.3.4. if sent by email, be deemed to have been duly received by the addressee on the date of sending if it is received before 5.00 pm on a Business Day, otherwise it will be deemed to have been received on the next Business Day, only if the email notice requests an electronic mail response acknowledging receipt and the responding email message –

- a) clearly refers to the specific email message to which it is responding; and
- b) includes a copy of the text of such message.

23.4. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such Party.

24. ASSIGNMENT

24.1. Neither Party shall be entitled to transfer or assign, partially or entirely, any of its rights nor obligations under this Agreement to a third party without the prior written consent of the other Party and subject to such conditions as may be prescribed.

25. PUBLIC ANNOUNCEMENT

25.1. Neither Party shall make or issue any formal or informal announcement, briefing or statement to the media briefing in connection with this Agreement, without the prior consent of the other Party.

25.2. The Bidder shall not issue any formal or informal public announcement, media briefing nor statement on behalf of the NGB without the NGB's prior consent in writing.

26. APPLICABLE LAW

- 26.1. This Agreement will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- 26.2. For the purposes of all or any proceedings under this Agreement, the Parties hereby consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction, notwithstanding that such proceedings are otherwise beyond its jurisdiction.
- 26.3. For the purposes of all or any proceedings under this Agreement, the parties hereby consent to the jurisdiction of a High Court having territorial, notwithstanding that such proceedings are otherwise beyond its jurisdiction.
- 26.4. This clause 26 shall continue to be binding on the Parties notwithstanding any termination or cancellation of this Agreement or any part thereof.

27. PROCESSING OF PERSONAL INFORMATION

- 27.1. The Parties, including the personnel of the Parties (as data subjects), hereby consent to the processing of personal information for the completion of this Agreement and confirms that:
- 27.1.1. the personal information is supplied voluntarily, without undue influence from any party and not under any duress;
 - 27.1.2. the personal information which is supplied herewith is mandatory for the purposes of this Agreement and without such personal information, the Parties would render this Agreement incomplete;
 - 27.1.3. they are aware of the right to access personal information at any reasonable time for purposes of rectification thereof;
 - 27.1.4. they are aware of the right to object, on reasonable grounds, to the processing of personal information in which would render this Agreement incomplete; and
 - 27.1.5. they are aware of the right to lodge a complaint to the Information Regulator in accordance with POPIA.
- 27.2. Should a Party not agree to the processing of personal information, they must immediately inform the other Party, failing which it will be deemed that both Parties accept and agree to the processing of personal information in terms of this Agreement.

27.3. This clause 27 is severable from the rest of this Agreement and shall remain valid and binding on the parties notwithstanding any termination of this Agreement.

28. WHOLE AGREEMENT

28.1. This Agreement constitutes the entire Agreement between the Parties hereto relating to the subject matter hereof and neither Party shall be bound by any undertakings, representations, warranties or promises not recorded in this Agreement.

29. NO VARIATION

29.1. No variation, alteration, cancellation or addition to this Agreement, including this clause, shall be of any force or effect unless reduced to writing and signed by the Parties or their duly authorised representatives.

30. WAIVER

30.1. No waiver of any of the terms and conditions of this Agreement shall be binding or effectual for any purpose unless expressed in writing and signed by the Party hereto giving the same, and any such waiver shall be effective only in the specific instance and for the purpose given.

30.2. No failure or delay on the part of either Party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any Party to further exercise any right, power or privilege.

31. SEVERABILITY

31.1. Should any of the terms or conditions of this Agreement be held to be invalid, unlawful or unenforceable, such terms or conditions shall be severable from the rest of the terms and conditions, which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, the Parties agree to negotiate any amendment to remove the invalidity.

32. SIGNING OF DOCUMENTS

32.1. The Parties undertake to, immediately upon being called upon to do so, sign all documents as required for registration of transfer of the Property into the name of the NGB and in general for the finalisation of this transaction.

33. CONVEYANCING

33.1. All conveyancing in connection with the transfer of the Property into the name of the NGB and all work incidents thereto shall be done by the Conveyancer at the NGB's expense.

33.2. The registration of the transfer of the property into the name of the NGB shall take place as soon as reasonably possible after the commencement date of this Agreement.

33.3. The NGB shall be liable for all reasonable costs incurred in regard to the registration of transfer, such payment to be made to the Conveyancer within thirty (30) days from the date of demand.

34. COSTS

Each Party shall be liable for its own costs or incidental to the drafting, preparation and execution of this Agreement.

35. GOVERNING PROVISIONS

This Agreement shall be governed by the laws of the Republic of South Africa, and its language shall be English.

36. GENERAL

36.1. For the avoidance of doubt, the Parties record and agree that pursuant to the implementation of this Agreement, the NGB and the Bidder shall at all times act as independent companies.

36.2. This Agreement shall not create and or constitute an employer/employee relationship or an agency or partnership in any shape or form between the Parties nor authorise

either of the Parties to incur any liability on behalf of either of them, except to the extent expressly provided for in this Agreement.

- 36.3. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement.
- 36.4. No Party may rely on any express, tacit or implied term, representation, promise, warranty or the like which allegedly induced that Party to enter into the Agreement unless the term, representation, promise, or warranty is recorded in the Agreement.
- 36.5. No indulgences granted by a party shall constitute a waiver or abandonment of any of that Party's rights under the Agreement. Accordingly, that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.

37. ATTESTATION

The Parties hereby acknowledge having read and signed this Agreement, the contents of which are understood and accepted by both the undersigned Parties.

For the NGB:

THUS DONE AND SIGNED at _____ on this ____ day of _____ 2022.

NAME:
CAPACITY:

Duly authorised for and on behalf of the NGB.

AS WITNESSES:

1 _____
Name:

2 _____
Name:

For the Bidder:

THUS DONE AND SIGNED at _____ on this ____ day of _____ 2022.

NAME:
CAPACITY:

Duly authorised for and on behalf of the Bidder.

AS WITNESSES:

1 _____
Name:

2 _____
Name: