

ANNEXURE "A"

REVIVAL AGREEMENT OF BULK WATER SUPPLY CONTRACT

between

MIDVAAL LOCAL MUNICIPALITY

Established in terms of section 12 and authorised in terms of the Local Government: Municipal Structures Act, Act 117 of 1998 to exercise executive authority for water and sanitation services;

and

RAND WATER

a body corporate established in terms of Section 84 of the Water Services Act No 108 of 1997)
(Hereinafter referred to as the "Water Board")

(together referred to as the "Parties")



2010

10

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WHEREAS:

- A. The Parties concluded a Bulk Water Supply Contract on _____ for the supply by the Water Board of bulk water services to the Water Services Provider.
- B. The duration of the Contract was for a period of _____ years commencing on _____ and ending on 06 November 2010.
- C. The Parties wish to revive and amend the Contract pending finalisation of negotiations between the Water Board and SALGA, as set out below.

ACCORDINGLY THE PARTIES AGREE AS FOLLOWS:**1. INTERPRETATION**

For the purposes of this Revival and Amendment Contract and the preamble above, unless the context requires otherwise, words and expressions defined in the Bulk Water Supply Contract shall have the same meaning in this Revival and Amendment Contract as those ascribed to them in the Bulk Water Supply Contract, save that in this Revival and Amendment Contract, "Contract" shall mean the Bulk Water Supply Contract as revived and amended by this Revival and Amendment Contract.

2. REVIVAL OF THE CONTRACT

The Bulk Water Supply Contract is hereby revived and brought into effect with effect from 06 November 2010.

3. EXTENSION OF THE CONTRACT

It is recorded that the Water Board is negotiating with SALGA to amend the Bulk Water Supply Contract. Pending such negotiations, the Parties hereto agree as follows:

- 3.1. to renew the Bulk Water Supply Contract for such further period, until the aforesaid negotiations are concluded, whereafter this Revival and Amended Contract shall terminate;
- 3.2. This Revival and Amendment Contract shall endure until the agreement referred to

in clause 3.1 above has been concluded; and

3.2. All the terms of the Bulk Water Supply Contract shall continue to apply during the renewal period.

4. GENERAL

4.1 No failure by either Party to enforce any provision of the Bulk Water Supply Contract shall constitute a waiver of such provision or affect in any way a Party's right to require performance of any such provision at any time in the future, nor shall the waiver of any subsequent breach nullify the effectiveness of the provision itself.

4.2 No agreement to vary, add to or cancel the Bulk Water Supply Contract or the Revival and Amendment Contract shall be of any force or effect unless reduced to writing and signed by or on behalf of the Parties to the Contract.

4.3 Subject to the provisions of this Revival and Amendment Contract, the Bulk Water and Supply Contract shall remain in full force and effect in accordance with its terms.

SIGNED at _____ on this the 28 day of SEPTEMBER
20 10

WITNESSES:

1.

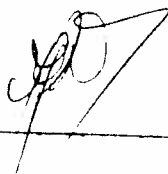
2.


For: the WATER SERVICES PROVIDER

Signatory:
Capacity:
Authority:

SIGNED at _____ on this the _____ day of _____
20 _____

WITNESSES



For: the WATER BOARD

1. _____

2. _____

Signatory:

Capacity:

Authority: