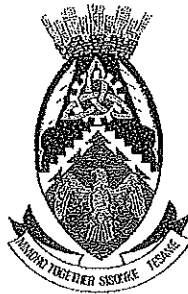


MATJHABENG

**Municipality
Umasipala**
P O Box 708
Welkom, 9460
South Africa



**Mmassepala
Munisipaliteit**
Tel (057) 916 4071
Fax (057) 916 4136
E-mail: xolela.msweli@
matjhabeng.co.za

OFFICE OF THE MUNICIPAL MANAGER

29 August 2016

Attention: Mr. Carl Marthinus Uys

Messrs. Goldfields Pound
VIRGINIA
9431

Tel: 083 454 9501
e mail: uyscallie@gmail.com

APPOINTMENT LETTER- POUND MASTER MATJHABENG LOCAL MUNICIPALITY.

I am pleased to inform you that you have been appointed to provide the services of a Pound Master for a period of 1 year for Matjhabeng Local Municipality in line with the Pound By –Laws of Matjhabeng Local Municipality, the Animal Identification Act, 2002 (Act No 6 of 2002) and the Pound Ordinance, 1952 (Ordinance 18 1952, as amended).

1. Key Performance Areas

- 1.1. Receiving and collection of stray animals by Pound Master.
- 1.2. Issuing of receipt of impounded animals.
- 1.3. Ensure separate number of enclosures for different animals as per municipal by –laws.
- 1.4. Issuing of notices of impounded animals.
- 1.5. Keeping of pound register and ensuring availability at all times of register for inspection, free of charge to any authorized officer of the Municipality, veterinary surgeon any member of the police service.
- 1.6. Submission of pound register entries to the Municipality after pound sales within 14 days.
- 1.7. Adhere to fees as determined by Council.
- 1.8. Ensure notice of sale.

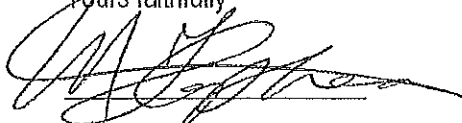
- 1.9. Arrange for auctioneer if not done by pound master.
- 1.10. Must ensure that animals are properly fed and kept in a safe and clean environment.
- 1.11. Provide reports on the pound and its stock to the Municipality monthly and ad hoc basis as and when required to do so.

2. Your appointment is subject to the following conditions:

- 2.1. You will be required to enter into a Service Level Agreement with Matjhabeng Local Municipality outlining the scope of work and render the services in according with all the terms and conditions contained herein and further confirmed in the Service Level Agreement.
- 2.2. Matjhabeng Local Municipality shall not be liable for any cost incurred with regard to the operation of the pound.
- 2.3. All fees to be charged, should be in line with the Matjhabeng Local Municipality tariffs as contained in the 2016/2017 budget.
- 2.4. All operations of the Pound should be aligned to the Matjhabeng Livestock Impoundment By-Law as approved by Council read together with the legislative imperatives.

I hope that you will find the above in order.

Yours faithfully



ADV. MF LEPHEANA

Municipal Manager

SERVICE LEVEL AGREEMENT

IMPOUNDMENT OF ANIMALS

Entered into by and between

MATJHABENG LOCAL MUNICIPALITY

(Herein represented by Mothusi Frank
Lepheana in his capacity as Municipal Manager)
(Hereinafter referred to as "the Municipality")

And

CARL MARTHINUS UYS T/A GOLDFIELDS POUND

having its main place of
business at the farm Vermeulenskraal North,
Virginia district, herein
(Hereafter referred to as "the Pound master")

PREAMBLE:

- A. WHEREAS the Municipality has a duty to provide facilities for the housing and care of animals which are astray, lost, or at large, to manage impoundment of such animals;
- B. AND WHEREAS the Municipality has appointed the Pound master as exclusive service provider in terms of Standard Impound of Animals by-laws to provide Pound services to the Municipality in the Matjhabeng area as set out in Provincial Notice No. 192/2011;
- C. AND WHEREAS the Pound master has accepted such appointment and shall render the services to that Municipality on the terms and conditions as set out in this agreement.

M.M.
MM
Ns
MA

ACCORDINGLY THE PARTIES AGREE AS FOLLOWS:

1. TERM OF AGREEMENT

The Municipality hereby afford the exclusive right as designated Pound master for and on behalf of the Municipality, for the Matjhabeng area, on a yearly basis starting 01/09/2016 up to 01/09/2017 or until the establishment of a fully functional pound, at the Klippan facility, by the Municipality.

2. DUTIES OF POUND MASTER

- 2.1 The Pound master shall receive into his charge, for impoundment, all animals brought to his pound;
- 2.2 The Pound master must give the person delivering an animal into his charge a written receipt, indicating the number and description of animal so delivered.
- 2.3 The Pound master must maintain in good repair and, as far as possible, free from infection, adequate separate enclosures for animals.
- 2.4 The Pound master may cause to destroy any impounded animal suffering from a contagious disease, or which may prove dangerous to human life or other animals impounded, provided that no such animal may be destroyed unless a veterinary surgeon has examined it and has agreed with the Pound master as to the necessity for its destruction.
- 2.5 The Pound master shall if any animal suffering from a contagious disease is brought to the pound, or becomes infected while impounded, keep such animal separate from other impounded animals.
- 2.6 The Pound master shall if the name of the owner of an animal impounded in his pound is known give written notice to such owner that the said animal has been impounded. If any animal, bearing an identification mark as contemplated in the Animal Identification Act, 2002 (Act No. 6 of 2002), is impounded, the Pound master must follow the procedures set out in section 14 of the Animal Identification Regulations promulgated under GN R1683 dated 21 November 2003.
- 2.7 The Pound master shall where the owner of an impounded animal is not known, upon receipt of such animal report the impoundment to the nearest South African Police office.
- 2.8 The Pound master shall keeping a pound register with the following particulars:
 - (a) the date when, and the cause for which, all animals received by him are impounded;

MM
MM
NS
MF

- (c) the number and description of such animals;
- (d) the name and residence of the person impounding such animals, and the name and residence of the owner or supposed owner, if known;
- (e) any other matters which he or she may be directed by the Municipality to ascertain and record.

2.8.1 The entries under PAR 2.8 (a), (b) and (c) must be made at the time the animals are impounded and the entries under PAR 2.8 (d) and (e) must be made as soon as the Pound master obtains the necessary information. Provided that no entry may be made after the particulars in (a) to (e) has been placed in dispute by any person.

2.8.2 In case of the death of injury of any impounded animal, the pound master must enter in his pound register a description of such animal and the cause of its death or injury.

Inspection of and extracts from pound register

2.8.3 The Pound register must be kept at the pound or any other approved place and must at all reasonable times be open for inspection, free of charge, to any authorised officer of the Municipality, veterinary surgeon, any member of the police service or the public.

Submission of pound register entries after pound sales.

2.8.4 The Pound master must, within 14 days after the date of each pound sale, submit to the Municipality a copy of all entries in his or her pound register made since the date of the preceding submission, and the Municipality must preserve all such copies for inspection by any person desirous of seeing them. Inspection of pound register at place of sale.

2.8.5 Whenever a sale of impounded animals is to take place, the pound master or a person authorised to conduct the sale, must keep the pound register at the place of sale, and such register must be open for inspection, free of charge, to all persons desirous of inspecting it. Pound master's fees.

3. REMUNERATION OF POUND MASTER

3.1 The Pound master is entitled to claim the following fees for every animal impounded by him:

3.1.1 An initial administration fee of 25% of each animal impounded.

3.1.2 Travelling cost is R5-33 per running km. / bakkie / R30-00 per km. for the use of truck.


3.1.3 Veterinary fees calculated at the actual cost.

MM
MM
MF
Ns

- 3.1.4 Large stock -- R114-06 per head pound fees.
Small stock -- R28-78 per head pound fees.
- 3.1.5 Escort services of R204-67 for each load.
- 3.1.6 The parties agree that the fee may be increased on a yearly basis.
- 3.2 The fees must be paid to the Pound master by the owner of the animals impounded.
- 3.3 The impounded animals may be detained by the pound master in security of payment of the fees and any costs which the pound master may have incurred, provided that if the value of the animals impounded is in excess of the total amount due thereon, and if the owner is unable to pay the said amount, the pound master may detain only so many of the said animals as may be sufficient to secure the total amount due for all the animals, and must deliver the remainder of the animals to the said owner. If the Pound master retains any greater number of such animals than is reasonably necessary to secure such amount is liable to the owner for any damages sustained by him on account of such retention.
- 3.4 The Pound master may not release any impounded animal until the prescribed fees have been paid to him.
- 3.5 A person who alleges and proves that he or she is the owner of the animal must submit a written affidavit to the Pound master requesting the animal be returned. If the Pound master is satisfied that the circumstances under which the animal is found, justifies the return of the animal to the owner, the pound master must on receipt of all outstanding fees, return the animal to the owner.

4. SALE OF ANIMALS BY PUBLIC AUCTION

- 4.1 The Pound master must;
- (a) whenever any impounded animal has not been released within six days from the date of its impoundment, notify the Municipality that such animal will be sold by public auction and the date, time and place of such auction;
 - (b) provide the Municipality with detail regarding the species, colour, marks and distinguishing features of such animal;


M.M
mm
MS MF

- (c) post a copy of the notice at a conspicuous place at the pound, there to remain until the day of the sale; and
 - (d) cause to be published in a newspaper circulating in the area of jurisdiction of the Municipality where the pound is situated, a notice of the sale.
- 4.2 The cost of a notice in terms of subsection (4.1)(a) is recoverable from the owner of the impounded animal and is deemed to be part of the amount to be deducted from the proceeds of the sale of an animal.
- 4.3 Every sale of impounded stock must:
- (a) be conducted by the pound master or some other person duly authorised thereto by the pound master; and
 - (b) commence at the time and date mentioned in the notice in terms of section 16(a).
- 4.4 No person conducting a pound sale may have any direct or indirect interest in any purchase at any sale so held by him or her.
- 4.5 At every such sale-
- (a) no animal may be put up for sale unless impounded for at least two weeks;
 - (b) all animals, except sheep and goats must be sold individually;
 - (c) sheep and goats must be sold in lots of not more than ten, and sheep and goats, or sheep or goats with different marks or brands may not be sold together in the same lot;
 - (d) animals must be sold for cash, and the proceeds, less the amount of the pound fees and other costs incurred, to be paid to the owners of the animals sold; provided that-
 - (ii) any money, being the proceeds of the sale of any impounded animal, not being claimed by the owner of such animal within twelve months from the date of sale, accrues to the Pound Master;
 - (e) the Pound Master may fix a reserve price for any animal offered for sale; and
 - (f) the auctioneer may withdraw any animal from the sale if the highest bid received is not satisfactory, irrespective of whether a reserve price has been fixed by the Pound Master.

N.S.
M.M.
M.M.
M.F.

5. COST TO MUNICIPALITY

It is expressly agreed by the parties that the Municipality will not be liable for payment of any operating cost incurred by the Pound master in exercising his duties which include travelling cost, security, food, water veterinary cost, administration cost, employment cost ect. All cost will be recuperated from pound fees collected from owners of animals or the sale of animals by public auction.

THUS DONE and SIGNED AT WELKOM

On this 10 day of NOVEMBER 2016

AS WITNESSES:

1. [Signature]
2. [Signature]

[Signature]
OBO THE MUNICIPALITY

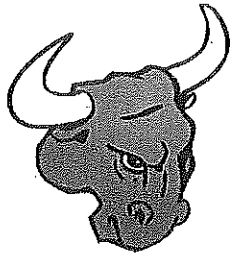
THUS DONE and SIGNED AT Welkom

On this 10 day of November 2016

AS WITNESSES:

1. [Signature]
2. Molokoe

[Signature]
OBO THE POUND MASTER



Goldfields
Pound

Vermeulenskraal
Virginia
9430
Callie: 083 45 49 501
e-mail: uyscallie@gmail.com

2017-08-21

The Municipal Manager

Matjhabeng

Extention of agreement : Impounding of livestock.

I hereby ask for my service level agreement to be extended for another three years or until the municipal pound is in place to render the service of impounding of livestock. The terms and conditions will stay the same.

The only amendments will be the tariffs and fees that will be discussed.



CM Uys